

IN THE UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	X	

AFFIDAVIT OF SERVICE

I, Elizabeth Adam, being duly sworn according to law, depose and say that I am employed by Kurtzman Carson Consultants LLC, the Court appointed claims and noticing agent for the Debtors in the above-captioned cases.

On August 20, 2007, I caused to be served the document listed below (i) upon the parties listed on Exhibit A hereto via overnight delivery, (ii) upon the parties listed on Exhibit B hereto via electronic notification and (iii) upon the parties listed on Exhibit C hereto via postage pre-paid U.S. mail:

- 1) Order Under 11 U.S.C. §§ 363, 365, And 1146 And Fed. R. Bankr. P. 2002, 6004, 6006, And 9014 Authorizing And Approving (I) Sale Of Certain Of Debtors' Assets Comprising Substantially All The Assets Of The Catalyst Business Of Certain Of The Debtors Free And Clear Of Liens, Claims, And Encumbrances, (II) Assumption And Assignment Of Certain Executory Contracts And Unexpired Leases, And (III) Assumption Of Certain Liabilities ("Catalyst Business Sale Approval Order") (Docket No. 9111) [a copy of which is attached hereto as Exhibit D]

On August 21, 2007, I caused to be served the document listed below upon the parties listed on Exhibit E hereto via postage pre-paid U.S. mail:

- 2) Order Under 11 U.S.C. §§ 363, 365, And 1146 And Fed. R. Bankr. P. 2002, 6004, 6006, And 9014 Authorizing And Approving (I) Sale Of Certain Of Debtors' Assets Comprising Substantially All The Assets Of The Catalyst Business Of Certain Of The Debtors Free And Clear Of Liens, Claims, And Encumbrances, (II) Assumption And Assignment Of Certain Executory Contracts And Unexpired Leases, And (III) Assumption Of Certain Liabilities ("Catalyst Business Sale Approval Order") [a copy of which is attached hereto as Exhibit F]

Dated: August 23, 2007

/s/ Elizabeth Adam  
Elizabeth Adam

State of California  
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 23rd day of August, 2007, by  
Elizabeth Adam, personally known to me or proved to me on the basis of satisfactory  
evidence to be the person who appeared before me.

Signature: /s/ Leanne V. Rehder

Commission Expires: 3/2/08

# **EXHIBIT A**

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United States Trustee	Alicia M. Leonhard	33 Whitehall Street	21st Floor	New York	NY	10004-2112	212-510-0500	212-668-2255 does not take service via fax		Counsel to United States Trustee
Warner Stevens, L.L.P.	Michael D. Warner	1700 City Center Tower II	301 Commerce Street	Fort Worth	TX	76102	817-810-5250	817-810-5255	<a href="mailto:mwarner@warnerstevens.com">mwarner@warnerstevens.com</a>	Proposed Conflicts Counsel to the Official Committee of Unsecured Creditors
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## **EXHIBIT B**

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## **EXHIBIT C**

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## **EXHIBIT D**

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----x  
: In re : Chapter 11  
: :  
: DELPHI CORPORATION, et al., : Case No. 05-44481 (RDD)  
: :  
: Debtors. : (Jointly Administered)  
: :  
-----x

ORDER UNDER 11 U.S.C. §§ 363, 365, AND 1146 AND FED. R. BANKR. P. 2002, 6004,  
6006, AND 9014 AUTHORIZING AND APPROVING (I) SALE OF CERTAIN OF  
DEBTORS' ASSETS COMPRISING SUBSTANTIALLY ALL THE ASSETS OF THE  
CATALYST BUSINESS OF CERTAIN OF THE DEBTORS FREE AND CLEAR OF LIENS,  
CLAIMS, AND ENCUMBRANCES, (II) ASSUMPTION AND ASSIGNMENT OF CERTAIN  
EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND  
(III) ASSUMPTION OF CERTAIN LIABILITIES

("CATALYST BUSINESS SALE APPROVAL ORDER")

Upon the motion, dated June 6, 2007 (the "Motion"), of Delphi Corporation  
("Delphi") and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the  
above-captioned cases (collectively, the "Debtors"), for orders pursuant to 11 U.S.C. §§ 363, 365,  
and 1146 and Fed. R. Bankr. P. 2002, 6004, 6006, and 9014 (a) (i) approving the bidding  
procedures, (ii) granting certain bid protections, (iii) approving the form and manner of sale  
notices, and (iv) setting a sale hearing (the "Sale Hearing") and (b) authorizing and approving (i)  
the sale (the "Sale") of certain of the Debtors' assets (the "Purchased Assets") comprising  
substantially all the assets that comprise the catalyst business (the "Catalyst Business"), free and  
clear of liens, claims, and encumbrances, to Umicore and certain of its affiliates (the  
"Purchasers") pursuant to the Master Sale and Purchase Agreement, originally dated June 5,  
2007 (as amended on the record at the auction held on August 8, 2007 to, inter alia, increase the

purchase price to be provided by the Purchasers to \$75 million (subject to adjustments), the "Agreement," a copy of which is attached hereto as Exhibit A), by and between Delphi and certain of its affiliates, including certain affiliated Debtors as set forth in the Agreement (the "Selling Debtor Entities"),<sup>1</sup> and the Purchasers (who submitted the highest or otherwise best bid at the auction held on August 8, 2007 and are the "Successful Bidder"), (ii) the assumption and assignment of certain prepetition executory contracts and unexpired leases (the "Assumed Contracts") and the assignment of certain postpetition executory contracts and unexpired leases (the "Postpetition Contracts," and collectively with the Assumed Contracts, the "Assigned Contracts") to the Purchasers, and (iii) the assumption of certain liabilities (the "Assumed Liabilities") by the Purchasers; and the Court having entered an order on June 29, 2007 (the "Bidding Procedures Order") (a) approving bidding procedures, (b) granting certain bid protections, (c) approving the form and manner of sale notices, and (d) setting the Sale Hearing; and the Sale Hearing having been held on August 16, 2007, at which time all interested parties were offered an opportunity to be heard with respect to the Motion; and the Court having reviewed and considered (x) the Motion, (y) the objection thereto and (z) the arguments of counsel made, and the evidence proffered or adduced, at the Sale Hearing, including with respect to the withdrawal or resolution of the other objections to the Motion; and it appearing that the relief requested in the Motion is in the best interests of the Selling Debtor Entities, their estates, their creditors, and all other parties-in-interest; and after due deliberation thereon, and sufficient cause appearing therefor,

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<sup>1</sup> Under the Agreement, the Selling Debtor Entities include Delphi, Delphi Automotive Systems (Holding) Inc., Exhaust Systems Corporation, Environmental Catalysts, LLC, ASEC Manufacturing General Partnership, and ASEC Sales General Partnership. Certain assets will be sold under the Agreement by non-debtor affiliates of the Selling Debtor Entities listed on Schedule 1 to the Agreement. The Selling Debtor Entities and the selling non-Debtor affiliates are collectively referred to as the "Sellers."

IT IS HEREBY FOUND AND DETERMINED THAT:<sup>2</sup>

A. The Court has jurisdiction over the Motion and the transactions contemplated by the Agreement pursuant to 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (N). Venue of these cases and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

B. The statutory predicates for the relief sought in the Motion are sections 363, 365, and 1146 of 11 U.S.C. §§ 101-1330, as amended and in effect on October 8, 2005 (the "Bankruptcy Code"), and Fed. R. Bankr. P. 2002, 6004, 6006, and 9014.

C. As evidenced by the affidavits of service previously filed with the Court, and based on the representations of counsel at the Sale Hearing, (i) proper, timely, adequate, and sufficient notice of the Motion, the Sale Hearing, the Sale, the assumption and assignment of the Assumed Contracts, and the Cure Amounts has been provided in accordance with 11 U.S.C. §§ 102(l), 363, and 365 and Fed. R. Bankr. P. 2002, 6004, 6006, and 9014, (ii) such notice was good, sufficient, and appropriate under the circumstances, and (iii) no other or further notice of the Motion, the Sale Hearing, the Sale, or the assumption and assignment of the Assumed Contracts or assignment of the Postpetition Contracts is or shall be required.

D. As demonstrated by (i) the testimony and other evidence proffered or adduced at the Sale Hearing and (ii) the representations of counsel made on the record at the Sale Hearing, the Selling Debtor Entities have marketed the Purchased Assets and conducted the sale process in compliance with the Bidding Procedures Order, and the Auction was duly noticed and conducted in a non-collusive, fair, and good faith manner.

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<sup>2</sup> Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. See Fed. R. Bankr. P. 7052.

E. The Purchasers waived their right to assert any and all claims against the Debtors and their estates related to the process by which the Selling Debtor Entities have sold the Purchased Assets, including but not limited to, the bidding procedures and the auction.

F. Catalytic Solutions, Inc. and certain of its affiliates (collectively, the "Alternate Bidder") submitted a final bid at the auction consisting of: (a) the following documents: the Alternate Bidder's bid submission documents delivered to the Selling Debtor Entities on July 31, 2007 and marked at the auction as Exhibit 5, as amended by the documents marked at the auction as Exhibit 8 (a blacklined Master Sale and Purchase Agreement), Exhibit 9 (Schedule 3.2.1 to Exhibit 8 at the auction), Exhibit 10 (a lease governing real property in Luxembourg), and Exhibit 11 (a lease governing real property in Shanghai) and (b) cash purchase price and certain cost savings to the Sellers which the Selling Debtor Entities determined to have a combined value of \$70.5 million and which final bid (the "CSI Final Bid") was determined by the Debtors to be the Alternate Bid (as defined by the Bidding Procedures Order) to be submitted to this Court for approval in accordance with the Bidding Procedures Order.

G. The Selling Debtor Entities (i) have full power and authority to execute the Agreement and all other documents contemplated thereby, and the transfer and conveyance of the Purchased Assets by the Selling Debtor Entities has been duly and validly authorized by all necessary action of the Selling Debtor Entities, (ii) have all of the power and authority necessary to consummate the transactions contemplated by the Agreement, and (iii) have taken all corporate action necessary to authorize and approve the Agreement and the consummation by the Selling Debtor Entities of the transactions contemplated thereby, and no consents or

approvals, other than those expressly provided for in the Agreement, are required for the Selling Debtor Entities to consummate such transactions.

H. The Selling Debtor Entities have demonstrated (i) good, sufficient, and sound business purposes and justification for the Sale because, among other things, the Selling Debtor Entities and their advisors diligently and in good faith analyzed all other available options in connection with the disposition of the Purchased Assets and determined that the terms and conditions set forth in the Agreement, and the transfer to Purchasers of the Purchased Assets pursuant thereto, represent a fair and reasonable purchase price and constitute the highest or otherwise best value obtainable for the Purchased Assets and (ii) compelling circumstances for the Sale pursuant to 11 U.S.C. § 363(b) prior to, and outside of, a plan of reorganization because, among other things, absent the Sale the value of the Purchased Assets will be substantially diminished.

I. A reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein has been afforded to all interested persons and entities, including without limitation: (i) the Office of the United States Trustee for the Southern District of New York, (ii) counsel for the Purchasers, (iii) counsel for the official committee of unsecured creditors appointed in these chapter 11 cases (the "Creditors' Committee"), (iv) counsel for the official committee of equity security holders appointed in these chapter 11 cases, (v) all entities known to have expressed an interest in a transaction with respect to the Purchased Assets during the past six months, (vi) all entities known to have asserted any Interests and/or Claims (as defined below) in or upon the Purchased Assets, (vii) all federal, state, and local regulatory or taxing authorities or recording offices, including but not limited to environmental regulatory authorities, which have a reasonably known interest in the relief requested by the Motion, (viii)



all parties to Assigned Contracts, (ix) the United States Attorney's office, (x) the United States Department of Justice, (xi) the Securities and Exchange Commission, (xii) the Internal Revenue Service, (xiii) all entities on the Master Service List (as defined by the Supplemental Order Under 11 U.S.C. §§ 102(1) And 105 And Fed. R. Bankr. P. 2002(M), 9006, 9007, And 9014 Establishing Omnibus Hearing Dates And Certain Notice, Case Management, And Administrative Procedures (Docket No. 2883) (the "Supplemental Case Management Order")), and (xiv) such other entities as are required to be served with notices under the Supplemental Case Management Order.

J. The Purchasers are not "insiders" of any of the Debtors as that term is defined in 11 U.S.C. § 101(31).

K. The Agreement was negotiated, proposed, and entered into by the Selling Debtor Entities and the Purchaser without collusion, in good faith, and from arm's-length bargaining positions. Neither the Selling Debtor Entities nor the Purchasers have engaged in any conduct that would cause or permit the Sale to be avoidable under 11 U.S.C. § 363(n).

L. The Purchasers are good faith purchasers under 11 U.S.C. § 363(m) and, as such, are entitled to all of the protections afforded thereby. The Purchasers will be acting in good faith within the meaning of 11 U.S.C. § 363(m) in closing the transactions contemplated by the Agreement at all times after the entry of this Sale Approval Order.

M. The consideration provided by the Purchasers for the Purchased Assets pursuant to the Agreement (i) is fair and reasonable, (ii) is the highest or otherwise best offer for the Purchased Assets, (iii) will provide a greater recovery for the Selling Debtor Entities' creditors than would be provided by any other practical available alternative, and (iv) constitutes

reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia.

N. The Sale must be approved and consummated promptly to preserve the viability of the Catalyst Business as a going concern. The Sale is in contemplation of, and a necessary condition precedent to, a reorganization plan for the Debtors and, accordingly, constitutes a transfer to which section 1146(c) of the Bankruptcy Code applies.

O. The transfer of the Purchased Assets to the Purchasers will be a legal, valid, and effective transfer of the Purchased Assets, and in the case of the Purchased Assets of the Selling Debtor Entities, will vest the Purchasers with all right, title, and interest to the Purchased Assets free and clear of any and all liens, claims, interests, and encumbrances of any type whatsoever (whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of the chapter 11 cases, and whether imposed by agreement, understanding, law, equity, or otherwise, including claims otherwise arising under doctrines of successor liability), including but not limited to those (i) that purport to give to any party a right or option to effect any forfeiture, modification, right of first refusal, or termination of the Selling Debtor Entities' or the Purchaser's interest in the Purchased Assets, or any similar rights, and (ii) relating to taxes arising under or out of, in connection with, or in any way relating to the operation of the Catalyst Business prior to the Closing Date, including the transfer of the Purchased Assets to the Purchasers (collectively, the "Interests and/or Claims").

P. If the Sale of the Purchased Assets with respect to the Selling Debtor Entities were not free and clear of all Interests and/or Claims as set forth in the Agreement and this Sale Approval Order, or if the Purchasers would, or in the future could, be liable for any of the Interests and/or Claims as set forth in the Agreement and this Sale Approval Order, the Purchasers would not have entered into the Agreement and would not consummate the Sale or the transactions contemplated by the Agreement, thus adversely affecting the Selling Debtor Entities, their estates, and their creditors.

Q. The Selling Debtor Entities may sell their interests in the Purchased Assets free and clear of all Interests and/or Claims because, in each case, one or more of the standards set forth in 11 U.S.C. § 363(f)(1)-(5) has been satisfied. All holders of Interests and/or Claims who did not object, or withdrew their objections to the Sale, are deemed to have consented to the Sale pursuant to 11 U.S.C. § 363(f)(2). Those holders of Interests and/or Claims who did object fall within one or more of the other subsections of 11 U.S.C. § 363(f), and all holders of Interests and/or Claims are adequately protected by having their Interests and/or Claims, if any, attach to the cash proceeds of the Sale ultimately attributable to the property against or in which they claim an Interest or Claim with the same priority, validity, force, and effect as they attached to such property immediately before the closing of the Sale.

R. Except as expressly provided in the Agreement, the (i) transfer of the Purchased Assets to the Purchasers and (ii) assumption and/or assignment to the Purchasers of the Assigned Contracts and Assumed Liabilities will not subject the Purchasers to any liability whatsoever with respect to the operation of the Catalyst Business prior to the Closing of the Sale, or by reason of such transfer under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia based, in whole or in part, directly or indirectly,

on any theory of law or equity including, without limitation, any theory of equitable law, antitrust, or successor or transferee liability.

S. The Selling Debtor Entities have demonstrated that it is an exercise of their sound business judgment to assume and/or assign the Assigned Contracts as applicable to the Purchasers in connection with the consummation of the Sale, and the assumption and/or assignment of the Assigned Contracts is in the best interests of the Selling Debtor Entities, their estates, and their creditors. The Assigned Contracts being assigned to, and the liabilities being assumed by, the Purchasers are an integral part of the Purchased Assets being purchased by the Purchasers and, accordingly, such assumption and/or assignment of Assigned Contracts and liabilities is reasonable and enhances the value of the Selling Debtor Entities' estates.

T. The Selling Debtor Entities have (i) cured, or have provided adequate assurance of cure of, any default existing prior to the Closing of the Sale under any of the Assumed Contracts, within the meaning of 11 U.S.C. § 365(b)(1)(A), by payment of the amounts provided on Schedule 1 hereto and (ii) provided compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date hereof under any of the Assumed Contracts, within the meaning of 11 U.S.C. § 365(b)(1)(B). The Purchasers have provided adequate assurance of their future performance of and under the Assumed Contracts, within the meaning of 11 U.S.C. §§ 365(b)(1)(C) and 365(f)(2)(B). Pursuant to 11 U.S.C. § 365(f), the Assumed Contracts to be assumed and assigned under the Agreement shall be assigned and transferred to, and remain in full force and effect for the benefit of, the Purchasers notwithstanding any provision in the contracts or other restrictions prohibiting their assignment or transfer.

U. Approval of the Agreement and consummation of the Sale of the Purchased Assets and assignment of the Assigned Contracts at this time are in the best interests of the Selling Debtor Entities, their stakeholders, their estates, and other parties-in-interest.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND  
DECREED THAT:

General Provisions

1. The Motion is GRANTED, and except as otherwise provided for in paragraph 17 of this Order, all objections to the Motion or the relief requested therein that have not been withdrawn, waived, or settled, and all reservations included therein, are hereby overruled on the merits.

Approval Of The Agreement

2. Pursuant to 11 U.S.C. § 363(b), the Agreement and all of the terms and conditions thereof are hereby approved.

3. Pursuant to 11 U.S.C. § 363(b), the Selling Debtor Entities are authorized to perform their obligations under the Agreement and comply with the terms thereof and consummate the Sale in accordance with and subject to the terms and conditions of the Agreement.

4. Each of the signatories to the Agreement is authorized, but not directed, to take all actions necessary or appropriate to effectuate the terms of this Sale Approval Order.

5. The Selling Debtor Entities are authorized, but not directed, to execute and deliver, and empowered to perform under, consummate, and implement, the Agreement, together

with all additional instruments and documents as may be reasonably necessary or desirable to implement the Agreement, and to take all further actions as may be requested by the Purchasers for the purpose of assigning, transferring, granting, conveying, and conferring to the Purchaser or reducing to possession the Purchased Assets and the Assigned Contracts, or as may be necessary or appropriate to the performance of the obligations as contemplated by the Agreement.

6. This Sale Approval Order and the Agreement shall be binding in all respects upon all creditors (whether known or unknown) of the Debtors, the Purchasers, all successors and assigns of the Purchasers and the Selling Debtor Entities, all affiliates and subsidiaries of the Purchasers and the Selling Debtor Entities, and any subsequent trustees appointed in the Debtors' chapter 11 cases or upon a conversion to chapter 7 under the Bankruptcy Code, and shall not be subject to rejection. To the extent that any provision of this Sale Approval Order is inconsistent with the terms of the Agreement, this Sale Approval Order shall govern.

7. The Agreement and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto in accordance with the terms thereof without further order of the Court; provided that any such modification, amendment, or supplement is not material.

#### Sale And Transfer Of The Purchased Assets

8. Except as expressly permitted or otherwise specifically provided for in the Agreement or this Sale Approval Order, pursuant to 11 U.S.C. §§ 363(b) and 363(f), upon the consummation of the Agreement, the Purchased Assets of the Selling Debtor Entities shall be transferred to the Purchasers free and clear of all Interests and/or Claims, with all such Interests

and/or Claims to attach to the cash proceeds of the Sale in the order of their priority, with the same validity, force, and effect which they now have as against the Purchased Assets, subject to any claims and defenses the Selling Debtor Entities may possess with respect thereto.

9. The transfer of the Purchased Assets to the Purchasers pursuant to the Agreement constitutes a legal, valid, and effective transfer of the Purchased Assets, and shall vest the Purchasers with all right, title, and interest of the Selling Debtor Entities in and to the Purchased Assets free and clear of all Interests and/or Claims of any kind or nature whatsoever.

10. If any person or entity which has filed financing statements, mortgages, mechanic's liens, lis pendens, or other documents or agreements evidencing Interests and/or Claims against or in the Purchased Assets with respect to the Selling Debtor Entities shall not have delivered the foregoing to the Selling Debtor Entities prior to the Closing of the Sale, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Interests and/or Claims that the person or entity has with respect to the Purchased Assets, or otherwise, then (a) the Selling Debtor Entities are hereby authorized to execute and file such statements, instruments, releases, and other documents on behalf of the person or entity with respect to the Purchased Assets and (b) the Purchasers are hereby authorized to file, register, or otherwise record a certified copy of this Sale Approval Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all Interests and/or Claims in the Purchased Assets of any kind or nature whatsoever.

11. This Sale Approval Order (a) shall be effective as a determination that, upon the Closing of the Sale, all Interests and/or Claims of any kind or nature whatsoever

existing as to the Selling Debtor Entities or the Purchased Assets of the Selling Debtor Entities prior to the Closing of the Sale have been unconditionally released, discharged, and terminated (other than any surviving obligations), and that the conveyances described herein have been effected and (b) shall be binding upon and shall govern the acts of all entities including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Purchased Assets.

12. Except as expressly permitted or otherwise specifically provided by the Agreement or this Sale Approval Order, all persons and entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax, and regulatory authorities, lenders, trade creditors, and other creditors, holding Interests and/or Claims of any kind or nature whatsoever against or in the Selling Debtor Entities or the Purchased Assets of the Selling Debtor Entities (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated), arising under or out of, in connection with, or in any way relating to, the Selling Debtor Entities, the Purchased Assets of the Selling Debtor Entities, the operation of the Catalyst Business by the Selling Debtor Entities prior to the Closing of the Sale, or the transfer of the Purchased Assets to the Purchasers, hereby are forever barred, estopped, and permanently enjoined from asserting against the Purchasers, their successors or assigns, their property, or the Purchased Assets, such persons' or entities' Interests and/or Claims. Nothing in this Sale Approval Order or the Agreement releases or nullifies any Liability to a



governmental agency under any environmental laws and regulations that any entity would be subject to as owner or operator of any Purchased Assets after the date of entry of this Sale Approval Order. Nothing in this Sale Approval Order or Agreement bars, estops, or enjoins any governmental agency from asserting or enforcing, outside the Court, any Liability described in the preceding sentence. Notwithstanding the above, nothing herein shall be construed to permit a governmental agency to obtain penalties from the Purchasers for days of violation of environmental laws and regulations prior to Closing.

Assumption And Assignment To The Purchaser Of The Assumed Contracts

13. Pursuant to 11 U.S.C. §§ 105(a) and 365, and subject to and conditioned upon the Closing of the Sale, the Selling Debtor Entities' assumption and assignment to the Purchasers, and the Purchasers' assumption on the terms set forth in the Agreement, of the Assumed Contracts is hereby approved, and the requirements of 11 U.S.C. §§ 365(b)(1) and 365(f) with respect thereto are hereby deemed satisfied.

14. The Selling Debtor Entities are hereby authorized in accordance with 11 U.S.C. §§ 105(a), 363, and 365 to (a) assume and/or assign to the Purchasers, effective upon the Closing of the Sale, the Assigned Contracts free and clear of all Interests and/or Claims of any kind or nature whatsoever and (b) execute and deliver to the Purchasers such documents or other instruments as may be necessary to assign and transfer the Assigned Contracts and Assumed Liabilities to the Purchasers.

15. The Assumed Contracts shall be transferred to, and remain in full force and effect for the benefit of, the Purchasers in accordance with their respective terms, notwithstanding any provision in any such Assumed Contract (including those of the type

described in sections 365(b)(2) and (f) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer, and, pursuant to 11 U.S.C. § 365(k), the Selling Debtor Entities shall be relieved from any further liability with respect to the Assumed Contracts after such assignment to and assumption of such contracts by the Purchasers.

16. All defaults or other obligations of the Selling Debtor Entities under the Assumed Contracts arising or accruing prior to the Closing of the Sale (without giving effect to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code) shall be cured by the Selling Debtor Entities in accordance with the terms of the Agreement, and the Purchasers shall have no liability or obligation arising or accruing prior to the date of the Closing of the Sale, except as otherwise expressly provided in the Agreement. Each non-debtor party to any Assumed Contracts shall be deemed to have consented to the assumption and assignment of the Assumed Contracts to the Purchasers and shall be forever barred, estopped, and permanently enjoined from asserting against the Selling Debtor Entities or the Purchasers, or the property of any of them, any default existing, arising, or accruing as of the date of the Closing or any purported written or oral modification to the Assumed Contracts. The failure of the Debtors or the Purchasers to enforce prior to the Closing of the Sale one or more terms or conditions of any Assumed Contracts shall not be a waiver of such terms or conditions or of the Debtors' or Purchasers' rights to enforce every term and condition of any such Assumed Contracts.

17. The Limited Objection Of Contrarian Funds, LLC To Debtors' Notice Of Cure Amount With Respect To Executory Contract Or Unexpired Lease To Be Assumed And Assigned In Connection With The Sale Of Catalyst Business (Docket No. 8877) shall be adjourned to the September 6, 2007 claims hearing.

Additional Provisions

18. The transactions contemplated by the Agreement, and the execution, delivery, and/or recordation of any and all documents or instruments necessary or desirable to consummate the transactions contemplated by the Agreement shall be, and hereby are, exempt from the imposition and payment of all stamp taxes or any other similar taxes pursuant to section 1146(c) of the Bankruptcy Code.

19. The consideration provided by the Purchasers for the Purchased Assets under the Agreement is hereby deemed to constitute reasonably equivalent value and fair consideration under the Bankruptcy Code, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act, and under the laws of the United States, and any state, territory, possession, or the District of Columbia.

20. Upon the Closing of the Sale, this Sale Approval Order shall be construed as and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of all of the Purchased Assets and the Assigned Contracts or a bill of sale transferring good and marketable title in such Purchased Assets and Assigned Contracts to the Purchasers pursuant to the terms of the Agreement.

21. The transfer of the Purchased Assets pursuant to the Agreement is a transfer pursuant to section 1146(c) of the Bankruptcy Code, and thus the Sale and the execution, delivery, and/or recordation of any and all documents or instruments necessary or desirable to consummate the Sale shall be, and hereby are, exempt from the imposition and payment of all stamp taxes and any other similar taxes to the fullest extent contemplated by section 1146(c) of the Bankruptcy Code.

22. Except as otherwise provided in the Agreement, upon the Closing of the Sale, each of the Selling Debtor Entities' creditors is directed to execute such documents and take all such other actions as may be necessary to release their respective Interests and/or Claims against the Purchased Assets, if any, as may have been recorded or may otherwise exist.

23. Each and every federal, state, and governmental agency or department, and any other person or entity, is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Agreement.

24. All entities which are currently, or as of the Closing of the Sale may be, in possession of some or all of the Purchased Assets to be sold, transferred, or conveyed pursuant to the Agreement are hereby directed to surrender possession of the Purchased Assets to the Purchasers upon the Closing of the Sale.

25. All persons holding Interests and/or Claims against or in the Selling Debtor Entities or the Purchased Assets held by the Selling Debtor Entities of any kind or nature whatsoever shall be, and hereby are, forever barred, estopped, and permanently enjoined from asserting, prosecuting, or otherwise pursuing such Interests and/or Claims of any kind or nature whatsoever against the Purchasers, their property, their successors and assigns, or the Purchased Assets with respect to any Interest or Claim of any kind or nature whatsoever which such person or entity had, has, or may have against or in the Selling Debtor Entities, their estates, their officers, their directors, their shareholders, or the Purchased Assets held by the Selling Debtor Entities. Following the Closing of the Sale, no holder of an Interest in or Claim against the Selling Debtor Entities shall interfere with the Purchasers' title to or use and enjoyment of the

Purchased Assets based on or related to such Interest or Claim or any actions that the Selling Debtor Entities may take in their chapter 11 cases.

26. The transactions contemplated by the Agreement are undertaken by the Purchasers in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the sale of the Purchased Assets shall not affect the validity of the Sale to the Purchasers, unless such authorization is duly stayed pending such appeal. The Purchasers are purchasers in good faith of the Purchased Assets, and are entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

27. The consideration provided by the Purchasers for the Purchased Assets under the Agreement is fair and reasonable and the Sale may not be avoided under section 363(n) of the Bankruptcy Code.

28. The Selling Debtor Entities, including, but not limited to, their officers, employees, and agents, are hereby authorized to execute such documents and do such acts as are necessary or desirable to carry out the transactions contemplated by the terms and conditions of the Agreement and this Sale Approval Order. The Selling Debtor Entities shall be, and they hereby are, authorized to take all such actions as may be necessary to effectuate the terms of this Sale Approval Order.

29. The Selling Debtor Entities are authorized to continue and complete the retention bonus program for the twelve affected employees at the Tulsa facility, as described in the Motion; provided that such employees are still employed by the Selling Debtor Entities as of

the closing date of the Sale. Any affected employee who resigns prior to the closing of the Sale shall not be entitled to the foregoing retention bonus.

30. Delphi Automotive Systems (Holding) Inc. is authorized, but not directed, to satisfy, retire, or forgive, as necessary, the outstanding liabilities of Delphi Catalyst South Africa (Proprietary) Limited as required by the Agreement.

31. The transfer of certain of the Catalyst Business' intellectual property by Delphi Automotive Systems, LLC and Delphi Technologies, Inc. to ASEC Manufacturing General Partnership (or another Selling Debtor Entity) or its designee by quit-claim deed or otherwise in consideration for fair value is hereby approved.

32. The terms and provisions of the Agreement and this Sale Approval Order shall be binding in all respects upon, and shall inure to the benefit of, the Selling Debtor Entities, their estates, and their creditors, the Purchasers, and their respective affiliates, successors, and assigns, and any affected third parties, including, but not limited to, all persons asserting an Interest and/or Claim against or in the Purchased Assets to be sold to the Purchasers pursuant to the Agreement, notwithstanding any subsequent appointment of any trustee, party, entity, or other fiduciary under any section of any chapter of the Bankruptcy Code, as to which trustee, party, entity, or other fiduciary such terms and provisions likewise shall be binding.

33. The Selling Debtor Entities shall not propose or seek confirmation of a plan of reorganization that is inconsistent with or derogate from the terms of the Agreement.

34. Notwithstanding anything contained herein to the contrary, the term "Purchased Assets" as defined herein does not include property that is not property of the Selling

Debtor Entities' estates (except to the extent that certain Purchased Assets are property of the Sellers other than the Selling Debtor Entities), such as funds that are trust funds under any applicable state lien laws.

35. To the extent permitted by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any permit or license relating to the operation of the Purchased Assets sold, transferred, or conveyed to the Purchasers on account of the filing or pendency of these chapter 11 cases or the consummation of the Sale.

36. The failure specifically to include or to reference any particular provision of the Agreement in this Sale Approval Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Agreement be authorized and approved in its entirety.

37. The Agreement and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto in accordance with the terms thereof without further order of the Court, provided that any such modification, amendment, or supplement does not have a material adverse effect on the Selling Debtor Entities' estates.

38. Nothing in this Sale Approval Order shall alter or amend the Agreement and the obligations of the Sellers and the Purchasers thereunder.

39. This Court retains exclusive jurisdiction to interpret, construe, enforce, and implement the terms and provisions of this Sale Approval Order, the Agreement, all amendments thereto, any waivers and consents thereunder, and of each of the agreements

executed in connection therewith in all respects, including, but not limited to, retaining jurisdiction to (a) compel delivery of the Purchased Assets to the Purchasers, (b) compel delivery of the purchase price or performance of other obligations owed to the Selling Debtor Entities pursuant to the Agreement, (c) resolve any disputes arising under or related to the Agreement, except as otherwise provided therein, (d) interpret, implement, and enforce the provisions of this Sale Approval Order, (e) protect the Purchasers against any Interests and/or Claims against or in the Selling Debtor Entities or the Purchased Assets, of any kind or nature whatsoever, attaching to the proceeds of the Sale, and (f) determine all disputes among the Selling Debtor Entities, the Purchasers, and any non-Debtor parties to any Assigned Contracts concerning, inter alia, the Selling Debtor Entities' assumption and/or assignment of any Assigned Contract to the Purchaser under the Agreement.

40. The purchase price shall be and hereby is allocated between the Selling Debtor Entities and the non-Debtor Sellers as set forth on Schedule 2. To the extent that indemnification obligations arise under the Agreement on account of the liability of a non-Debtor Seller, such indemnity shall be paid from the proceeds of the Sale allocated to such non-Debtor Seller.

41. The CSI Final Bid is hereby approved as the Alternate Bid (as defined by the Bidding Procedures Order).

42. Following entry of this Order, if the Purchasers fail to consummate the Sale because of the failure of a condition precedent beyond the control of either the Sellers or the Purchasers or a breach or failure to perform on the part of the Purchasers, then the Alternate Bid shall be deemed to be the Successful Bid (as defined in the Bidding Procedures Order); the



Alternate Bidder shall have all of the rights, protections, and status as if it were the "Purchaser," as defined in this Order, including, without limitation, the status of a purchaser in good faith within the meaning of 11 U.S.C. § 363(m); and the Selling Debtor Entities shall be authorized, but not directed, to effectuate a sale of the Catalyst Business to the Alternate Bidder subject to the terms of the Alternate Bid without further order of this Court, subject to any additional notice and opportunity for a hearing required in respect of the assumption and assignment of the Assigned Contracts to CSI pursuant to the CSI Final Bid.

43. The requirement under Rule 9013-1(b) of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York for the service and filing of a separate memorandum of law is deemed satisfied by the Motion.

Dated: New York, New York  
August 16, 2007

/s/ Robert D. Drain  
UNITED STATES BANKRUPTCY JUDGE

**Schedule 1**

<b>Counterparty</b>	<b>Agreement(s)</b>	<b>Cure Amount</b>
Corning, Inc.	Purchase Order Nos. 50186, 50187, 50188, and 50189	\$2,126,226.63
First American Capital Mgmt.	Purchase Order Nos. 12999, 12834, 15588, and M29398	\$0.00
Heraeus Chemicals Sa Pty	Contract between Heraeus Chemicals and Delphi Automotive Systems LLC ("DAS LLC"), dated July 24, 2004	\$0.00
Heraeus Metal Processing, Inc. / Heraeus Precious Metals Management LLC	Purchase Order No. 50112	\$306,172.40
Impala Platinum Limited ("Impala")	Precious Metals Supply Agreement, dated November 2004, between Impala and DAS LLC and Precious Metals Supply Agreement, dated December 2000, between Impala and DAS LLC	\$0.00
Johnson Matthey, Inc. / Johnson Matthey Alfa Aesar / Johnson Matthey PLC	Bailment Agreement, dated October 29, 2004, between DAS LLC and Johnson Matthey, Inc.	\$0.00
MDIS Inc.	Agreement #2427 between ASEC and MDIS – CHESS, dated September 29, 1995	\$0.00
NGK Automotive Ceramics USA Inc.	Purchase Order No. 50028	\$2,914,235.42
Prime Systems Incorporated ("Prime")	Software License Agreement, dated, September 16, 1996, between ASEC and Prime	\$0.00
Sabin Metal Corporation ("Sabin")	Letter Agreement, dated October 23, 2002, between Delphi and Sabin	\$10,583.35
Shanin LLC	Purchase Order No. 19545	\$0.00
University of New Mexico ("UNM")	UNM Industrial Sponsored Research Agreement between Delphi and the Regents of UNM, dated March 1, 2005	\$0.00
WC Heraeus GmbH & Co. KG	Bailment Agreement, dated July 1, 2003, between DAS LLC and W.C. Heraeus GmbH & Co. KG	\$0.00
All American Fire Systems, Inc.	Purchase Order No. M411384	\$0.00
AlliedSignal, Inc.	Sales Transfer Agreement among AlliedSignal, GM, Exhaust Systems of GM, AlliedSignal Environmental Catalysts Inc., AlliedSignal Automotive de Mexico S.A. de C.V. and Financiere AlliedSignal SA, dated November 4, 1994 and Manufacturing Transfer Agreement among AlliedSignal, GM, Exhaust Systems of GM, AlliedSignal Environmental Catalysts Inc., AlliedSignal Automotive de Mexico S.A. de C.V. and Financiere AlliedSignal SA, dated November 4, 1994	\$0.00
Applied Controls Corporation	Confidentiality Agreement, dated June 30, 2002, between Delphi Automotive Systems and Applied Controls Corp.	\$0.00
Bruker Axis Inc.	Purchase Order No. 22388	\$0.00
BSI Inspectorate	Purchase Order No. 21046	\$0.00
Precious Metals Cleintele	Purchase Order No. 21893	\$0.00

Counterparty	Agreement(s)	Cure Amount
Contrarian Funds LLC, as assignee of Aramark Uniform & Career Apparel Inc. Corning, Inc.	Purchase Order No. 18316	\$11,532.14 <sup>3</sup>
	Delphi Automotive Systems Long Term Contract between Corning, Inc. and DAS LLC through its Energy & Chassis Division, dated May 1, 2005, Addendum to Delphi Automotive Systems Long Term Contract between Corning, Inc. and DAS LLC through its Energy & Chassis Division, dated May 1, 2005	\$0.00
David Matthews Construction Company	Purchase Order No. 22257 and Delphi Automotive Systems Confidentiality Agreement with Joe Mayfield Construction Company, Inc., dated June 3, 2002	\$0.00
Dell Financial Services	Purchase Order No. 22748	\$0.00
General Motors Corp.	Purchase and Sale Agreement among GM, Exhaust Systems Corporation, Environmental Catalysts, LLC, AlliedSignal Environmental Catalysts, Inc. and AlliedSignal, Inc., dated June 22, 1998	\$0.00
GM Corporation Powertrain	Consignment Agreement for Platinum Group Metal between GMC and ASEC owned by Exhaust Systems Inc. and Environmental Catalyst, LLC, dated December 20, 2000; First Amendment to Consignment Agreement for Platinum Group Metals, dated March 24, 2001	\$0.00
Harley Financial Services	Purchase Order No. 19516	\$0.00
Hasler Leasing/GE Capital Corp.	Purchase Order No. 19218	\$0.00
Heritage Crystal Clean	Purchase Order No. M41277	\$0.00
Holly Equipment Sales	Purchase Order No. 21226	\$0.00
Jet Specialty	Delphi Automotive Systems Confidentiality Agreement with Jet Specialty, dated May 22, 2002	\$0.00
Kelly Temporary Services	Purchase Order No. 19938	\$0.00
Kunz Janitorial	Purchase Order No. M41402	\$0.00
Lester Associates	Purchase Order No. 19513	\$0.00
Midland Recycling	Purchase Order No. 15982	\$0.00
Mitsubishi Motors Corp.	General Agreement For Purchase Of Catalyst between Automotive Products Division, UOP Inc. and Mitsubishi Motors Corp., dated July 12, 1982, along with Amendments thereto, dated January 6, 1988 and October 21, 1994	\$0.00
Nanostellar, Inc.	Proprietary Information Agreement between Nanostellar, Inc. and Delphi Corporation (along with its affiliates ASEC Manufacturing General Partnership) dated January 5, 2006	\$0.00
Perkin Elmer LLC	Purchase Order No. 19863	\$0.00
Premier Manufacturing Support Svc.	Purchase Order No. M41284	\$0.00
Sebring Systems Technical, Inc.	Purchase Order No. 22420	\$0.00
Securenet Inc.	Purchase Order No. 22625	\$0.00
Securitas Companies	Purchase Order No. 22017	\$0.00

<sup>3</sup> The Cure Amount for Contrarian Funds LLC ("Contrarian"), as assignee of Aramark Uniform & Career Apparel Inc. ("Aramark"), is subject to the execution of a stipulation by and among the applicable Selling Debtor Entities, Contrarian, and Aramark.

Counterparty	Agreement(s)	Cure Amount
Siemens Water Technology Corp.	Purchase Order Nos. 19270, 19278, and 19279	\$0.00
Southern Material Handling Co.	Purchase Order No. 17846	\$0.00
Starsource Management Services	Purchase Order No. 18316	\$0.00
Starcycle Inc.	Purchase Order NO. 20638	\$0.00
T Mobile Wireless	Account No. 313-858-725	\$0.00
Tro-Pro Consulting	Purchase Order No. 22127	\$0.00
U.S. Cellular	Account No. 940-304-883	\$0.00
Varroc Engineering Pvt. Ltd.	Side Letter Agreement between Varroc Engineering Pvt. Ltd.; Varroc Exhaust Systems Pvt. Ltd; Delphi Automotive Systems Pvt. Ltd., Delphi Automotive Systems LLC; Delphi Technologies, Inc. dated May 12, 2005; First Amendment dated July 15, 2006 to the Side Letter Agreement concerning production of catalysts from Delphi to Varroc Engineering Pvt. Ltd. and Varroc Exhaust Systems Pvt. Ltd.	\$0.00
Verde Vista Resources Inc.	Purchase Order No. M41417	\$0.00
Vinson Process Controls	Delphi Automotive Systems Confidentiality Agreement with Vinson Process Controls dated October 29, 2002	\$0.00

**Schedule 2**

**SCHEDULE 4.8.1 TO AGREEMENT  
ALLOCATION OF PRELIMINARY PURCHASE PRICE**

The Preliminary Purchase Price shall be allocated as follows

		<b><u>Purchase Price Allocation</u></b> <b><u>\$ USD MM</u></b>
1.	AS Catalizadores Ambientales, S.A. de C.V. Sale of Assets	3.7
2.	Shares of Delphi Catalysts South Africa (Proprietary) Ltd. Sale of Shares	6.0
3.	Shanghai Delphi Emission Control Systems Company, Ltd. (China) Sale of Assets	12.0
4.	Delphi Diesel Systems France SAS Sale of Assets	19.3
5.	Delphi Automotive Systems Australia Ltd. Sale of Assets	0.2
6.	All Acquired Assets of Filing Affiliates other than under item 2 above	33.4
7.	Delphi Automotive Systems Pvt. Ltd. Maharashtra, India Sale of Assets	0.4
	<b>Total</b>	<b>75.0</b>

**MASTER SALE AND PURCHASE AGREEMENT**

**BETWEEN**

**UMICORE AND THE OTHER AFFILIATED PURCHASERS  
TO BE SET FORTH ON SCHEDULE 1**

**AND**

**DELPHI CORPORATION AND THE OTHER AFFILIATED SELLERS TO BE  
SET FORTH ON THE SIGNATURE PAGES AND SCHEDULE 1**

~~June 5,~~August 16, 2007

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## **MASTER SALE AND PURCHASE AGREEMENT**

**THIS MASTER SALE AND PURCHASE AGREEMENT** dated ~~June 5,~~ August 16, 2007, by and between **UMICORE**, a Belgian corporation ("**Umicore**") on behalf of itself and each of its affiliates to be listed on Schedule 1 hereto (each of Umicore and such affiliates a "**Purchaser**", and collectively "**Purchasers**"), and **DELPHI CORPORATION**, a Delaware corporation ("**Delphi**"), on behalf of itself and each of its affiliates listed as a signatory hereto and on Schedule 1 hereto (each of Delphi and such affiliates a "**Seller**", and collectively "**Sellers**").

### **R E C I T A L S:**

**WHEREAS**, Sellers are engaged in the Business (as hereinafter defined).

**WHEREAS**, on October 8, 2005 (the "**Petition Date**"), the Filing Affiliates (as hereinafter defined) filed voluntary petitions for relief (the "**Bankruptcy Cases**") under Chapter 11 of Title 11, U.S.C. §§ 101 et seq. (as amended as of the Petition Date) (the "**Bankruptcy Code**"), in the United States Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**").

**WHEREAS**, upon the terms and subject to the conditions set forth in this Agreement, and as authorized under Sections 363, 365 and 1146 of the Bankruptcy Code, Sellers wish to sell to Purchasers, all right, title and interest of Sellers in and to the Purchased Assets (as hereinafter defined), and Purchasers wish to make such purchase, subject to Purchasers' assumption of the Assumed Liabilities (as hereinafter defined) and the conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the premises, mutual promises, representations, warranties and covenants contained in this Agreement and other good and valuable consideration, and intending to be legally bound hereby, the Parties agree:

### **DEFINITIONS**

The following terms, as used in this Agreement, shall have the meanings set forth below whether used in the singular or plural. For purposes of this "Definitions" section only, a "—" followed by a reference to a specific section of this Agreement, shall be understood to reference the section of this Agreement in which such term is defined. Unless otherwise indicated, all figures preceded by "\$" refer to U.S. dollars.

**"Accounts Payable"** means all trade accounts payable including all Trade Payables and other obligations to pay suppliers and third parties to the extent arising from the conduct of the Business or relating to the Acquired Assets.

**"Accounts Receivable"** means all trade accounts receivable including all Trade Receivables and other rights to payment from customers and the full benefit of all security for such accounts or rights to payment, including all trade accounts receivable representing amounts receivable in respect of Products delivered to customers, all other accounts receivable and the full benefit of all security for such accounts and any claim, remedy or other right related to any of the foregoing.

**"Acquired Assets"** — Section 1.3.

**"Acquired Carved-Out Location Assets"** — Section 1.3.2.2.

**"Acquired Carved-Out Manufacturing Location Assets"** — Section 1.3.2.1.

**"Acquired Carved-Out Technical Center Assets"** — Section 1.3.2.2.

**"Administrative Assets"** means books, records and other administrative assets including advertising and promotional materials, catalogues, price lists, correspondence, mailing lists, customer lists, vendor lists, photographs, production data, sales materials and records, purchasing materials and records, personnel records of employees, billing records, accounting records, other financial records, sale order files, tool routings, labor routings, facility blueprints, service blueprints, plant layouts and Technical Documentation.

**"Affiliate"** means with respect to any Party any business or other entity directly or indirectly controlling, controlled by or under common control with such specified entity. For purposes of this definition, control means ownership of more than fifty percent (50%) of the shares or other equity interest having power to elect directors or persons performing a similar function.

**"Agreement"** means this Master Sale and Purchase Agreement, including its Schedules.

**"Allocation"** — Section 4.8.1.

**"Alternate Bid(s)"** — Section 11.10.

**"Alternate Bidder(s)"** — Section 11.10.

**"Alternative Transaction"** — Section 9.3.1.

**"Ancillary Agreements"** means the Transfer Agreements, the Transition Services Agreement(s), the Toll Manufacturing Agreements, Fuel Reformer Patent License, the Atmospheric Catalyst License, the Testing Services Agreements, the Canning Supply Agreements and other agreements referred to in Section 7.2.

**"Antitrust Authority"** shall mean any national, supranational, or state entity having antitrust or competition jurisdiction with respect to the Sale, including, but not limited to, the Federal Trade Commission, the Antitrust Division of the United States Department of Justice, the attorneys general of the several states of the United States, the European Commission, the governments of its member states, or any other jurisdiction pursuant to applicable Antitrust Laws.

**"Antitrust Laws"** shall mean the Sherman Act, as amended, the Clayton Act, as amended, the HSR Act, the Federal Trade Commission Act, as amended, and all other federal, state, and non-U.S. statutes, regulations, or other binding legal requirements including Council Regulation (EC) No. 139/2004, as amended, rules, regulations, orders, and decrees and all other such Laws governing antitrust and competition matters as are applicable to the Business or the Purchased Assets.

**"Arbitrator"** — Section 4.7.4.

**"Asset Purchasers"** means each Purchaser to be set forth on Schedule 1 prior to Closing, with respect to the Acquired Assets described on such Schedule.

**"Asset Seller(s)"** means Sellers set forth on Schedule 1, with respect to the Acquired Assets described on such Schedule.

**"Assumed Liabilities"** — Section 2.1.

**"Assumed PTO Obligation Calculation Methodology"** means the methodology for calculating the Assumed PTO Obligations at Closing as set forth on Schedule 4.6.6 hereto.

**"Assumed PTO Obligations"** — Section 2.1.5.

**"Assumed U.S. Contracts"** means assumed Contracts of the Filing Affiliates as further described in Section 8.6.

**"Atmospheric Catalyst License"** means that certain agreement between the Sellers and the Purchasers pursuant to which one or more Sellers shall license U.S. Patent No. 6,924,249 and European Patent Application No. 03077909.4, Publication No. EP 140 5 670 A1, Date of Publication April 7, 2004 to one or more Purchasers all on the terms and conditions set forth therein.

**"Auction"** — Section 11.8.

**"Auditor of Closing Date Statement"** means Deloitte and Touche; provided, however, that if Deloitte and Touche cannot or will not fill this role, such other recognized auditing firm as the Parties shall mutually agree will.

**"Australia Pro Forma Trade Receivables"** means Accounts Receivable which are owing to the Clayton, Australia operations of the Business by the Clayton, Australia canning operations (as opposed to a financing transaction).

**"Australian and Mexican Operations"** — Section 1.4.9.

**"Bankruptcy Cases"** — the Recitals.

**"Bankruptcy Code"** — the Recitals.

**"Bankruptcy Court"** — the Recitals.

**"Bankruptcy Rules"** means the U.S. Federal Rules of Bankruptcy Procedure.

**"Baseline Environmental Conditions"** — Section 12.6.1.C.

**"Benefit Plans"** means any pension, thrift, savings, profit-sharing, retirement, bonus, incentive, health, dental, accident, disability (short or long-term), stock purchase, stock option, stock appreciation, stock bonus, executive or deferred compensation, hospitalization, "parachute," severance, termination indemnity (in respect of non-U.S. jurisdictions) or other termination benefits, whether pension or lump sum payment-based, payable on retirement, death or cessation of service, vacation, service leave, sabbatical or jubilee benefits or leave, sick leave, life insurance (including post-retirement life insurance), food coupon, automotive subsidy or transportation, fringe or other welfare benefits, plans, policies or practices in which (or at which) the current or former employees (individually or as a group or groups) of the Business or their beneficiaries participate or participated (or are entitled), including those listed and briefly described on Schedule 5.1.19.C.

**"Bid Deadline"** — Section 11.4.

**"Bidding Procedures"** — Section 11.1.

**"Bidding Procedures Order"** means the order of the Bankruptcy Court approving the Bidding Procedures and certain provisions of this Agreement including Purchasers' right, under the terms and conditions set forth hereafter, to a Break-Up Fee or Expense Reimbursement.

**"Bidding Process"** — Section 11.1.

**"Break-Up Fee"** — Section 9.3.1.

**"Business"** means the business of Sellers and the Sale Company relating to the design, testing, manufacture, remanufacture, development, marketing, sale, installation and service of Catalytic Materials as currently conducted at production facilities located in Tulsa, Oklahoma; San Luis Potosí, Mexico; Florange, France; Port Elizabeth, South Africa; Clayton-Melbourne, Australia; Shanghai, China (where Sellers own a controlling 81% interest in the Chinese Joint Venture); and Maharashtra, India (where Sellers have entered into the Indian License and Equipment Lease Arrangements); and technical centers located at Flint, Michigan and Bascharage, Luxembourg, as conducted at the date of this Agreement. The Business does not include Sellers' Fuel Reformer activities, including rights to the Fuel Reformer Patents that will be transferred to Purchaser at Closing subject to a license back to Seller in accordance with the terms of the Fuel Reformer Patent License. The Business also includes various overhead-type services performed at the Listed Real Property and Sales Offices exclusively for the Asset Sellers and Sale Company (such as financial accounting, budget preparation and financial forecasting, cost estimating, cost accounting, invoicing and accounts receivable processing and management, accounts payable processing and management, payroll processing, local tax compliance and management, human resources services, indirect material purchasing, logistics, quality control, plant maintenance and security), but shall not include corporate headquarters-type services that are not exclusively provided to the Business (such as treasury, legal, group level tax, corporate public relations, internal audit services and certain group finance and accounting services such as consolidated financial statement preparation).

**"Business Day"** means any day other than a Saturday, a Sunday or a day on which banks in Brussels, Belgium, London, England or New York, New York, are authorized or obligated by law or executive order to close.

**"Canning Supply Agreements"** — Section 7.2.9.

**"Cap Amount"** — Section 12.5.6.

**"Capital Lease"** means any lease by any Person of any property (whether real, personal or mixed) which would, in accordance with GAAP, be required to be accounted for as a capital lease.

**"Carved-Out Locations"** — Section 1.3.2.

**"Carved-Out Locations Acquired Equipment and Machinery"** means production machinery, equipment, tools, dies, jigs, molds, patterns, gauges, production fixtures, material handling equipment, related spare parts, model shop equipment, laboratory test fixtures and all other machinery and equipment used in washcoat making or preparation and located at a Carved-Out Manufacturing Location, but with the exception of the most recently acquired gas-fired furnace at the Shanghai, China location, specifically does not include furnaces used in the production process at any Carved-Out Manufacturing Location.

**"Carved-Out Manufacturing Locations"** — Section 1.3.2.



**"Catalytic Materials"** shall mean chemical emission control devices in the form of catalysts, catalytic coatings deposited on filter substrates, catalytic formulations, manufacturing methods and substrate coating processes relating to such catalysts, information concerning the functionality of such devices (including relationships, models or data about kinetics, thermodynamics or transport phenomena), in each case for the primary purpose of the catalytic treatment of engine exhaust gas by contact of the engine exhaust gas with catalysts and not for the primary purpose of creating reformat (an H<sub>2</sub> and CO mixture) or Fuel Reformers.

**"China Pro Forma Trade Receivables"** means Accounts Receivable which are owing to the Shanghai, China operations of the Business by the Shanghai, China canning operations (as opposed to a financing transaction).

**"Chinese Joint Venture"** means Shanghai Delphi Emission Control Systems Company, Ltd. (China), a legal entity organized under Chinese law, controlling equity interest in which is owned by a Delphi Affiliate.

**"Claims"** mean Losses, Liabilities, claims (as defined in Section 101 of the Bankruptcy Code), damages or expenses (including reasonable legal fees and expenses) whatsoever, whether known or unknown, fixed, liquidated, contingent or otherwise.

**"Claims Incurred"** — Section 3.7.

**"Closing"** — Section 7.1.

**"Closing Date"** means the date of Closing.

**"Closing Date Assumed PTO Obligations Schedule"** — Section 8.8.

**"Closing Date Statement"** — Section 4.7.1.2.

**"Closing Escrow Agreement"** — Section 7.2.11.

**"Closing PGM Inventory"** — Section 4.7.1.1.

**"COBRA"** — Section 3.7.

**"Collective Bargaining Agreements"** — Section 3.9.

**"Committee"** — Section 11.4.

**"Competitive Business"** — Section 8.10.1.A.

**"Consigned PGMs"** means, as of the Closing Date, metals owned by direct or indirect customers of the Business which have been consigned to Sellers.

**"Contract Modification"** — Section 8.1.2.

**"Contracts"** mean purchase orders, sales agreements, service contracts, distribution agreements, sales representative agreements, employment or consulting agreements, leases (including Capital Leases), product warranty or service agreements and other commitments, agreements and undertakings, including

quotations and bids outstanding on the Closing Date including the Indian License and Equipment Lease Arrangements.

**"Copyrights"** mean: (i) copyrights existing anywhere (registered, statutory or otherwise) and registered, renewals, revivals, reissuances, extensions and applications for registration thereof, and all rights therein, provided by international treaties or conventions; (ii) moral rights (including rights of paternity and integrity), and waivers of such rights by others; (iii) database and data protection rights whether or not based on copyright; (iv) maskworks and similar protection, (v) copies, files and tangible embodiments of all of the foregoing, in whatever form or medium; (vi) all rights to file and apply for, prosecute, defend and enforce any of the foregoing; and (vii) all rights to sue or recover and retain damages and costs and attorneys' fees for present and past infringement of any of the foregoing.

**"Covered Employees"** — Section 3.7.

**"Cure Amounts"** means all cure amounts payable in order to cure any monetary defaults required to be cured under Section 365(b)(1) of the Bankruptcy Code, or otherwise to effectuate, pursuant to the Bankruptcy Code, the assumption by Seller and assignment to Purchasers of Assumed U.S. Contracts under the Sale Approval Order.

**"Current Employees"** means: (i) employees of any Asset Seller or Affiliate that perform services primarily related to the Business; (ii) employees of the Sale Company; and (iii) U.S. Corporate Employees.

**"DASHI"** means Delphi Automotive Systems (Holding), Inc., the Seller of the Sale Securities of the Sale Company.

**"DDS France"** means Delphi Diesel Systems France SAS, the Seller of the Acquired Assets in Florange, France.

**"Debt"** means financing-type indebtedness consisting of obligations for borrowed money as evidenced by bonds, debentures, notes, or other similar instruments, and obligations upon which interest charges are customarily paid or discounted (other than ordinary course Trade Payables), and including principal and interest thereon, and all guaranties of such obligations.

**"Deductible Amount"** — Section 12.5.4.

**"Defending Party"** — Section 13.17.

**"Delphi"** — Preamble.

**"Demanding Party"** — Section 13.17.

**"Deposit Amount"** — Section 4.2.

**"Deposit Escrow Agreement"** means the Deposit Escrow Agreement, dated as of the date hereof, executed by and among Purchasers, Sellers and the Escrow Agent concurrently with this Agreement.

**"Disclosure Schedule"** means, collectively, the Schedules to Sellers' Representations and Warranties referenced in Article 5.

**"Environment"** means any and all organisms (including humans), biota, ecosystems, land, natural resources, indoor or outdoor air, soil, soil gas, sediment, water, groundwater and buildings and fixtures.

**"Environmental Claim"** means any claim, cause of action, governmental information request, notice of potential responsibility, investigation or written notice by any Governmental Entity arising under Environmental Law and any notice, claim or cause of action-alleging Liability by any other person or entity under Environmental Law or the common law or other Law, including those arising out of, based on or resulting from: (i) the presence or Release of or exposure to any Hazardous Materials at any location, whether or not owned or operated by a Seller; or (ii) circumstances forming the basis of any violation, or alleged violation, of any Environmental Law.

**"Environmental Compliance Matter"** means a condition, event, activity, practice, action or omission at the Listed Real Property which gives rise to an actual or alleged breach or violation of an Environmental Law, but which excludes Environmental Contamination.

**"Environmental Contamination"** means the presence, in violation of applicable Environmental Laws or that requires reporting or any response action under any Environmental Laws, of a Hazardous Material at, in, under, on or about the Environment at the Listed Real Property or migrating from the Listed Real Property.

**"Environmental Damages"** means Losses arising out of an Environmental Law or relating to a Hazardous Material, but in all cases excluding Losses deemed consequential or loss of profit, and also excluding expenses of investigating information solely for the purposes of making a claim for indemnification under this Agreement.

**"Environmental Laws"** means, in each case as in force and effect on or prior to the date of this Agreement, all federal, state, local and foreign Laws, all applicable supranational laws (including European Union laws and directives, and NAFTA rules), and applicable permits, codes, guidance, directives, decrees and orders, in each case relating to or having the purpose or effect of prevention or remediation of Releases or threatened Releases of Hazardous Materials or the exposure of any person, property, ecosystem or natural resources to Hazardous Materials (but excluding OSHA and similar worker safety Laws applying to employers), and the protection of the ecosystem or the Environment, including the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq.

**"Equityholders' Committee"** — Section 11.4.

**"ERISA"** shall mean the Employee Retirement Income Security Act of 1974, as amended.

**"ERISA Affiliate"** shall mean any trade or business (whether or not incorporated) that is part of the same controlled group, or under common control with, or part of an affiliated service group that includes a Seller, within the meaning of Code Section 414(b), (c), (m), or (o) or ERISA Section 4001(a)(14).

**"Escrow Agent"** means the escrow agent under the Deposit Escrow Agreement and the Closing Escrow Agreement.

**"Escrow Amount"** — Section 4.3.

**"Excess Cash"** means amounts of cash (net of Debt) of the Sale Company for periods prior to the Closing.

**"Excluded Assets"** means assets not included in the Acquired Assets, as set forth in Section 1.4.

**"Excluded Canning Business"** — Section 1.4.7.

**"Excluded Carved-Out Location Assets"** — Section 1.3.2.1.

**"Excluded Carved Out Location Trade Payables"** means with respect to the operations of the Business located in: (i) Shanghai, China (1) Third Party Trade Payables and (2) Trade Payables owed to the Business' Tulsa, Oklahoma operations; (ii) Clayton, Australia and San Luis Potosi, Mexico, Third Party Trade Payables.

**"Excluded Financial Contracts"** — Section 1.4.4.

**"Excluded Intellectual Property"** — Section 1.4.6.

**"Excluded Inventory"** means all work-in-process in China.

**"Excluded Trade Payables"** means all: (i) Excluded Carved Out Location Trade Payables; and (ii) Pro Forma Tulsa Trade Payables.

**"Excluded Trade Receivables"** means all: (i) Overdue Trade Receivables; (ii) Account Receivables generated by the Shanghai, China operations of the Business, including the China Pro Forma Trade Receivables; (iii) Australia Pro Forma Trade Receivables; and (iv) Trade Receivables of the Tulsa, Oklahoma operations of the Business that represent Trade Payables of the Shanghai, China operations of the Business.

**"Existing Tulsa Collective Bargaining Agreement"** means that certain Third Agreement, dated as of July 22, 2006, between ASEC Manufacturing General Partnership and the International Union United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) and its Unit, Local Union No. 286 governing workers at Seller's 1300 Main Parkway, Catoosa, Rogers County, Oklahoma (*e.g.*, Tulsa) facility.

**"Expense Reimbursement"** — Section 9.3.2.

**"Filing Affiliates"** means Delphi, DASHI and the following Affiliates of Delphi, which are included in the Bankruptcy Cases and operate certain portions of the Business or are Asset Sellers: Delphi Automotive Systems LLC, Exhaust Systems Corporation, Environmental Catalysts, LLC, Delphi Automotive Systems (Holding), Inc., Delphi Technologies, Inc., ASEC Manufacturing General Partnership and ASEC Sales General Partnership.

**"Final Closing Date Statement"** — Sections 4.7.2, 4.7.3 or 4.7.4, as applicable.

**"Final Order"** means an order or judgment: (i) as to which the time to appeal, petition for certiorari or move for review or rehearing has expired and as to which no appeal, petition for certiorari or other proceeding for review or rehearing is pending; or (ii) if an appeal, writ of certiorari, reargument or rehearing has been filed or sought, the order or judgment has been affirmed by the highest court to which such order or judgment was appealed or certiorari has been denied, or reargument or rehearing shall have been denied or resulted in no modification of such order or judgment, and the time to take any further appeal or to seek certiorari or further reargument or rehearing has expired; provided, however, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the

Bankruptcy Rules, may be filed with respect to such order or judgment shall not prevent such order or judgment from being considered a Final Order.

**"Foreign Operations"** means the operations of the Business other than by any of the Filing Affiliates.

**"Fuel Reformer"** means a device having the principal function to convert fuels (hydrocarbons, alcohols, other chemical compounds containing chemically bound hydrogen or mixtures thereof) to produce mixtures containing free hydrogen that can be used within such mixtures or, after full or partial separation, for applications using hydrogen (e.g. as a chemical reactant), and containing other chemical compounds (e.g. carbon monoxide). A device having the above-described principal function shall be considered to be a Fuel Reformer notwithstanding the fact that engine exhaust may be introduced thereto as a reactant instead of fuel during some phases of its operating cycle or as a secondary reactant in addition to fuel.

**"Fuel Reformer Patent License"** – Section 7.2.2.

**"Fuel Reformer Patents"** – Section 7.2.1.

**"GAAP"** means United States generally accepted accounting principles as in effect from time to time consistently applied.

**"Good Faith Deposit"** — Section 11.5.3.

**"Governmental Entity"** means any United States federal, state or local or any supranational or non-United States court, tribunal, legislative, executive, governmental, quasi-governmental or regulatory authority, self-regulatory authority, agency, department, commission, instrumentality, governmental authority or regulatory body including all Antitrust Authorities.

**"Governmental Order"** means, with respect to any Person, any judgment, order, writ, injunction, decree, stipulation, agreement, determination or award entered or issued by or with any Governmental Entity and binding on such Person.

**"Governmental Requirements"** — Section 5.1.3.

**"Hazardous Materials"** means all matter or the effect of matter including any substances listed, defined or regulated under an Environmental Law or which has the characteristic of being explosive, radioactive, noxious, infectious, mutagenic, corrosive, carcinogenic, hazardous or toxic to human health, the ecosystem or the Environment.

**"Hired Current Employees"** means those Current Employees hired by Purchasers on or promptly after the Closing Date and those Current Employees who become employees of a Purchaser on the Closing Date by operation of Law or contract as a result of the Sale.

**"HSR Act"** means the Hart-Scott-Rodino Antitrust Improvement Act of 1976, as amended.

**"Improvements"** — Section 5.1.16.A.

**"Including"** means, whether or not initially capitalized, including, without limitation.

**"Indemnifiable Losses"** — Section 12.1.

**"Indemnified Party"** — Section 12.3.

**"Indemnified Real Property"** — Section 12.6.1.A.

**"Indemnifying Party"** — Section 12.4.

**"Indian License and Equipment Lease Arrangements"** means the arrangement between Sellers and Varroc Exhaust Systems Pvt. Ltd. under which Sellers license technical information, lease equipment and provide advice, assistance and support services to Varroc.

**"Individual Claim Amount"** — Section 12.5.5.

**"Intellectual Property"** means the Patent Rights, Trademark Rights, Copyrights, Software, Trade Secrets, Know-How and registered domain names and IP addresses.

**"Inventory"** means raw materials (including substrates), work-in-process, finished goods and packaging that is usable in the Ordinary Course of Business, owned by Sellers and valued at the lower of cost or market value in accordance with GAAP and past practices of the Business.

**"IRC"** means the Internal Revenue Code of 1986, as amended.

**"~~January~~July Projections"** means those certain financial projections of the Business as of ~~January 2007 provided to the Purchasers by the Sellers in March 2007.~~ July (6+6) 2007 attached as Schedule 5.1.12.

**"Know-How"** means proprietary technical and business knowledge and information, including specifications, designs, methodologies, processes and production techniques resulting from research and development, technology, manufacturing and production processes, research and development information, drawings, specifications, designs, plans, proposals, technical data, vendor and marketing and business data and customer and vendor lists and information, whether or not confidential.

**"Laws"** means laws, ordinances, codes, standards, administrative rulings or regulations of any applicable federal, state, local or foreign governmental authority.

**"Liability"** or **"Liabilities"** mean any and all liabilities and obligations of every kind and description whatsoever, whether such liabilities or obligations are known or unknown, disclosed or undisclosed, matured or unmatured, accrued, fixed, absolute, contingent, determined or undeterminable, on- or off- balance sheet or otherwise, or due or to become due, including those arising under any Law, Claim, Governmental Order, Contract or otherwise.

**"Licensed Intellectual Property"** means Sellers' rights with respect to all Intellectual Property licensed or sublicensed to any Seller or its Affiliates from an affiliated or unaffiliated third party which is Used in Connection with the Business, including the Licensed Intellectual Property listed on Schedule 5.1.7.A.2.

**"Lien"** means any lien, charge, claim, interest, pledge, security interest, conditional sale agreement or other title retention agreement, lease, mortgage, security interest, option or other encumbrance (including the filing of, or agreement to give, any financing statement under the Uniform Commercial Code of any jurisdiction).

**"Listed Contracts"** — Section 5.1.14.A.

**"Listed Real Property"** — Section 5.1.16.A.

**"Loss"** or **"Losses"** means any and all claims, losses, Liabilities, sanctions, penalties, damages, costs and expenses; in each case including reasonable, actual, out-of-pocket expenses (including reasonable attorneys' fees).

**"Marked Agreement"** — Section 11.5.2.

**"Material"** or **"material"** shall mean, with respect to the Business, the Acquired Assets or the Sale Company, having, or reasonably likely to have, an impact thereon or a value thereto in excess of \$1,000,000.

**"Material Adverse Effect"** shall mean, with respect to the Business, the Acquired Assets or the Sale Company, an adverse change or effect on the assets, properties, operations, Liabilities or financial condition of the Business, any of the Acquired Assets or the Sale Company whether arising out of a single event or circumstance or a series of related events or circumstance and resulting in a monetary Loss (including a (1) loss related to income from operations or (2) in the case of an actual or intended reduction in a commitment by a customer (measured by contribution margin in any twelve month period), an actual or reasonably expected Loss) in excess of U.S. \$3,000,000; provided, however, that any change or effect resulting from, relating to or arising directly out of (i) the public announcement of the transactions contemplated by this Agreement or actions required by this Agreement including by reason of the identity of Purchaser or communication by Purchaser of its plans or intentions regarding operation of the Business; (ii) any act or omission of a Seller taken with the prior written consent of the Purchaser; (iii) any action taken by Seller or Purchaser or any of their respective representatives required by the terms of this Agreement or necessary to consummate the transactions contemplated by this Agreement; (iv) conditions affecting the industry and markets in which the Business generally operates, to the extent that such conditions do not disproportionately affect the Business as compared to other participants in the industry and markets in which the Business generally operates; (v) changes in United States generally accepted accounting principles or generally accepted accounting principles of any foreign jurisdiction in which any of the Acquired Assets are located, or (vi) changes in any Law, in each case, shall not be considered to have a Material Adverse Effect.

**"Net Working Capital"** means the total amount of all Inventory (other than Excluded Inventory or Owned PGMs) *plus* all Accounts Receivables of the Business (other than Excluded Trade Receivables) *plus* certain other current assets relating to the Purchased Assets; *minus* the sum of the total amount of all Accounts Payables of the Business (other than Excluded Trade Payables) *plus* the sum of all certain other current liabilities relating to the Purchased Assets, in each case as set forth in Schedule 4.6.1.

**"Net Working Capital Methodology"** means the methodology to be employed by the Purchasers and the Sellers in calculating the Net Working Capital of the Business set forth on Schedule 4.6.1. Schedule 4.6.1 sets forth a demonstration of the Net Working Capital Methodology. Attached hereto as Schedule 4.6.1 are several spreadsheets setting forth the quantitative expression of the Net Working Capital Methodology.

**"Net Working Capital Target"** means U.S. \$~~57.9~~55.0 million; provided, however, that if the Closing does not occur prior to September 30, 2007, the Parties shall work together in good faith to update the Net Working Capital Target using the same Net Working Capital Methodology as was employed to set the target as of the date hereof. For purposes of clarification, and not limitation, the Net Working Capital

Target is independent of, and in addition to, the Owned PGM Target Value without any duplication of the elements thereof.

**"Non-Filing Affiliate"** means the: (i) Sale Company; and (ii) each Seller other than Delphi and the Filing Affiliates.

**"Notice"** — Section 13.17.

**"OEM"** means original equipment manufacturer.

**"OFAC"** — Section 5.2.11.

**"Ordinary Course of Business"** means: (i) with respect to the U.S. Operations of the Filing Affiliates, the ordinary course of business consistent with custom and practice of the Business prior to the Petition Date or to the extent consistent with orders issued in the Bankruptcy Cases thereafter; and (ii) with respect to the Foreign Operations, the ordinary course of business consistent with past custom and practice of the Business.

**"Other Book Assets"** means: all other assets including general intangible assets of the Sellers which are Used in Connection with the Business but which are not otherwise covered by the definitions of the various categories of assets included in the Acquired Assets identified in Section 1.3.1, including: (i) all rights to or in connection with prepaid expenses (other than the prepaid expenses related to the Excluded Canning Business or other Excluded Assets); and (ii) all claims and similar rights (and benefits arising from such claims or rights) owing to any Asset Seller, whether or not yet due and payable, including the benefit of all security therefor and of all guarantees, indemnities and rights (including warranty rights against suppliers) in respect of the same.

**"Overdue Trade Receivable"** means a Trade Receivable that has not been paid by the account debtor at least thirty (30) days after such Trade Receivable was due. The due date of any particular Trade Receivable shall be determined based on the terms which the Business has established with the applicable customer (including Delphi or any of its Affiliates) as the date when the subject invoice is due to be paid by such customer (whether based on an invoice date, delivery date or other date associated with the customer and the relevant Contract or applicable terms and conditions of Sale).

**"Owned Intellectual Property"** means all Intellectual Property in and to which a Seller holds, or has a right to hold, in whole or in part, right, title and interest which is Used in Connection with the Business and the Reformer Patents, including such Intellectual Property listed on Schedules 5.1.7.A.1 and 5.1.7.A.3.

**"Owned PGM Shortfall"** — Section 4.6.2.1.

**"Owned PGM Surplus"** — Section 4.6.2.2.

**"Owned PGM Target Value"** means U.S. \$1,200 per troy ounce for platinum, U.S. \$350 per troy ounce for palladium and U.S. \$5,650 per troy ounce for rhodium, determined in accordance with the methodology set forth in Schedule 4.6.2. The total Owned PGM Target Value is approximately U.S. ~~\$30,769,000~~ 26,000,000; provided, however, that if the Closing does not occur prior to September 30, 2007 the Parties shall work together in good faith to update the Owned PGM Target Value using the same methodology as was employed to set the target as of the date hereof.



**"Owned PGM Volume Target"** means ~~5,834~~4,292 troy ounces for platinum, ~~22,226~~19,560 troy ounces for palladium and ~~2,830~~2,465 troy ounces for rhodium, determined in accordance with the methodology set forth in Schedule 4.6.2; provided, however, that if the Closing does not occur prior to September 30, 2007, the Parties shall work together in good faith to update the Owned PGM Volume Target using the same methodology as was employed to set the target as of the date hereof.

**"Owned PGMs"** means PGMs owned by the Sellers.

**"Party"** or **"Parties"** means any Purchaser or Purchasers and/or any Seller or Sellers.

**"Patent Rights"** means: (i) patentable inventions, whether or not reduced to practice, and whether or not yet made the subject of a pending patent application or applications; (ii) designs, ideas and conceptions of patentable subject matter, including any patent disclosures and inventor certificates, whether or not reduced to practice and whether or not yet made the subject of a pending patent application or applications; (iii) national (including the United States) and multinational statutory invention registrations, patents, patent registrations and patent applications (including all provisionals, substitutions, reissues, divisions, continuations, continuation-in-part, extensions and reexaminations) and all rights therein provided by international treaties or conventions, and all patentable improvements to the inventions disclosed in each such registration, patent or application; (iv) copies, files and tangible embodiments of all of the foregoing, in whatever form or medium; (v) all rights to sue or recover and retain damages and costs and attorneys' fees for present and past infringement of any of the foregoing; (vi) without limiting the foregoing, all patent rights included in the Acquired Assets or underlying the Atmospheric Catalyst License.

**"Permit Transfer Liabilities"** shall mean Losses incurred by Purchasers due to the inability to transfer any Permit required under Environmental Law to Purchasers as of the Closing Date despite Purchasers' reasonable best efforts to transfer such permits in full cooperation with Sellers.

**"Permits"** means permits, concessions, grants, franchises, licenses and other governmental authorizations and approvals issued to any Seller and that are currently used for the purpose of carrying on the Business or that relate to the Acquired Assets.

**"Permitted Encumbrances"** means, with respect to the Real Property: (i) Liens for any current real estate or ad valorem taxes or assessments not yet delinquent or being contested in good faith by appropriate proceedings; (ii) inchoate mechanic's, materialmen's, laborer's and carrier's liens and other similar inchoate liens arising by operation of law or statute in the Ordinary Course of Business for obligations which are not delinquent and which will be paid or discharged in the Ordinary Course of Business; (iii) rights of the public and adjoining property owners in streets and highways abutting and adjacent to the Real Property; (iv) easements, covenants, restrictions and other encumbrances of public record; and (v) such other matters, the existence of which, in the aggregate, would not materially interfere with or materially affect the use of the respective underlying asset to which such encumbrances relate as used on the Closing Date.

**"Permitted Lien"** means: (i) purchase money security interests arising in the Ordinary Course of Business; (ii) security interests relating to progress payments created or arising pursuant to government contracts set forth on Schedule 5.1.5.A; and (iii) Liens of any Seller's pre-Petition Date secured lenders and post-Petition Date secured lenders which such lenders have agreed to release in connection with the Sale to the extent such Liens are actually released at Closing.

**"Person"** means an individual, a corporation, a partnership, a limited liability company, an association, a trust or other entity or organization.

**"Personal Property"** means tangible personal property other than Inventory, including production machinery, equipment, tools, dies, jigs, molds, patterns, gauges, production fixtures, material handling equipment, related spare parts, business machines, computer hardware and other IT assets other than Intellectual Property, office furniture and fixtures, in-factory vehicles, trucks, model shop equipment, laboratory test fixtures and other tangible personal property, whether located on the Real Property, at the place of business of a vendor or elsewhere, together with any interest as lessee in any leases with respect to the foregoing.

**"Petition Date"** — the Recitals.

**"PGM"** means platinum group metals, including platinum, palladium and rhodium.

**"PGM Inventory"** means Sellers' PGM inventory.

**"PGM Inventory Methodology"** means the methodology to be employed by the Purchasers and the Sellers for calculating the PGM Inventory and set forth on Schedule 4.7.1.1 hereto.

**"PGM Leases or Borrowings"** — Section 4.6.4.

**"PGM Physical Inventory Report"** — Section 4.7.1.1.

**"PGM Pricing Methodology"** means applying the first London fixing for platinum and palladium and the Johnson Mathey 9:00 a.m. base price for rhodium.

**"Post-Closing Environmental Compliance Matter"** means an Environmental Compliance Matter occurring on or after the Closing Date.

**"Post-Closing Environmental Contamination"** means Environmental Contamination occurring on or after the Closing Date.

**"Post-Closing Severance Obligations"** — Section 2.1.10.

**"Post-Petition Contracts"** means the Contracts of the Filing Affiliates entered into on or after the Petition Date relating to the Business in the Ordinary Course of Business or approved by the Bankruptcy Court.

**"Potential Bidder"** — Section 11.2.

**"Pre-Closing Environmental Compliance Matter"** means an Environmental Compliance Matter occurring prior to the Closing Date.

**"Pre-Closing Environmental Contamination"** means Environmental Contamination occurring prior to the Closing Date.

**"Pre-Petition Contracts"** means the Contracts of the Filing Affiliates relating to the Business entered into by such Filing Affiliates before the Petition Date.

**"Preliminary Closing Date Net Working Capital Calculation"** — Section 4.6.1.

**"Preliminary Closing Owned PGMs"** — Section 4.6.2.1.

**"Preliminary Closing PGM Inventory Statement"** — Section 4.5.

**"Preliminary Purchase Price"** — Section 4.1.

**"Preliminary Restitution Commitments"** — Section 4.6.3.

**"Products"** means ceramic or metallic monolith substrates coated with catalytically active components, designed, manufactured, marketed, sold, installed or serviced by the Business.

**"Pro Forma Tulsa Trade Payables"** means certain Trade Payables reflected in the accounting books and records of the Business' Tulsa operations that reflects the reconciliation of the actual Trade Payables of the Business' Tulsa location with the Trade Payables that would have been reflected on the Tulsa balance sheet if the Filing Affiliates had not sought bankruptcy protection (e.g., were not subject to the amended payment terms required by suppliers and vendors of the Filing Affiliates).

**"Proposed Hired Current Employees"** — Section 8.7.

**"PTO Obligations"** means all Liabilities related to or arising from accrued paid-time-off, vacation, holiday and sick leave obligations to Current Employees.

**"Purchase Price"** — Section 4.1.

**"Purchased Assets"** means the Acquired Assets and the Sale Securities.

**"Purchased Intellectual Property"** means all Owned Intellectual Property and Licensed Intellectual Property in each instance, other than the Patent Rights subject to the Atmospheric Catalyst License.

**"Purchaser"** and **"Purchasers"** shall have the meanings set forth in the preamble to this Agreement.

**"Purchaser Confidentiality Agreement"** means that certain Confidentiality Agreement dated as of June 21, 2005 between Delphi and Umicore, as amended by that certain letter agreement dated as of February 20, 2007 between Delphi and Umicore and as further amended by that second letter agreement dated as of February 27, 2007 between Delphi and Umicore.

**"Purchaser Indemnified Parties"** — Section 12.1.

**"Qualified Bid"** — Section 11.6.

**"Qualified Bidder"** — Section 11.2.

**"Real Property"** means the real property at the facilities described in Schedule 5.1.16.A and all Improvements located thereon, including all rights to leases of such Real Property.

**"Release"** means any release, spill, emission, discharge, leaking, pumping, injection, deposit, disposal, dispersal, or leaching or migration into the indoor or outdoor environment (including ambient air,

surface water, groundwater and surface or subsurface strata) or into or out of any property, including the movement of Hazardous Materials through or in the air, soil, surface water, groundwater or property.

**"Remedial Works"** means the works, designs, investigations, Remediation and activities carried out by a Party in relation to Environmental Contamination or Environmental Compliance Matters, but excluding expenses of investigating information solely for the purposes of making a claim for indemnification under this Agreement.

**"Remediation"** means any investigation, clean-up, removal action, remedial action, restoration, repair, response action, corrective action, monitoring, sampling and analysis, installation, reclamation, closure, or post-closure in connection with the suspected, threatened or actual Release of Hazardous Materials.

**"Remediation Standards"** means standards which are: (i) the minimum criteria or standards under Environmental Laws, including use of risk assessment methodologies where permitted, in existence as of date of the Remediation; and (ii) applicable to the industrial use and operations at the Listed Real Property as carried out as of the date of the Remediation.

**"Remedy"** — Section 12.6.3.A.

**"Required Bid Documents"** — Section 11.5.

**"Restitution Commitments"** means, as of any date of determination, Sellers' aggregate commitments (measured by weight as opposed to value) to return or make restitution to customers of Consigned PGMs.

**"Retained Liabilities"** — Section 2.3.

**"Retired Employees"** means: (i) former employees of any Asset Seller or Affiliate that performed services primarily related to the Business; (ii) former employees of the Sale Company; and (iii) former U.S. Corporate Employees and their dependents, who as of the Closing Date were either retired and were covered by, or are eligible for or are receiving benefits under any "employee welfare benefit plan" (as that term is defined in ERISA) sponsored by Sellers that provides health, medical, drug, or other form of welfare benefit.

**"Return Date"** — Section 11.11.

**"Sale"** means the sale of the Business in accordance with the Bidding Procedures.

**"Sale Approval Order"** means an order or orders of the Bankruptcy Court issued pursuant to Sections 363 and 365 of the Bankruptcy Code: (i) in form and substance reasonably satisfactory to Purchasers; (ii) authorizing and approving, among other things, the sale, transfer and assignment of the Acquired Assets and Assumed Liabilities and the Sale Securities to the Purchasers in accordance with the terms and conditions of this Agreement, free and clear of all Liens other than Permitted Encumbrances, Permitted Liens and Liens encompassed within Assumed Liabilities assumed by Purchasers pursuant to Section 2.1; (iii) including a specific finding that Purchasers are good faith purchasers of the Acquired Assets and the Sale Company and are entitled to the protections afforded by Section 363(m) of the Bankruptcy Code; and (iv) approving Sellers' assumption and assignment of the Assumed U.S. Contracts to the Purchasers pursuant to Section 365 of the Bankruptcy Code and, subject to and in accordance with

Section 8.6, ordering Sellers to pay the Cure Amounts to the other parties to the Assumed U.S. Contracts as a condition to such assignment and assumption.

**"Sale Company"** means Delphi Catalyst South Africa (Proprietary) Ltd., a South African Affiliate of Delphi engaged in the Business, all of the Sale Securities of which are owned by DASHI.

**"Sale Company Current Tax Amount"** — Section 4.6.7.

**"Sale Company Retained Liability Amount"** — Section 4.6.7.

**"Sale Hearing"** — Section 11.9.

**"Sale Motion"** means one or more motions filed by Sellers with the Bankruptcy Court for approval of the Bidding Procedures Order and the Sale Approval Order.

**"Sale Securities"** means the shares or other equity of the Sale Company listed on Schedule 5.1.18.

**"Sales Offices"** means the Business' sales offices listed on Schedule 1.

**"SDN List"** — Section 5.2.11.

**"Securities Act"** means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

**"Securities Purchasers"** means the Purchasers to be set forth on Schedule 1 prior to Closing, with respect to the Sale Securities set forth opposite its name.

**"Seller"** and **"Sellers"** — the preamble to this Agreement.

**"Seller U.S. Health Plans"** — Section 3.7.

**"Sellers' Knowledge"** means the actual knowledge after reasonable investigation of the individuals listed on Schedule A in each of their respective functional areas listed on such schedule, without imputation of the knowledge of any other Person.

**"Shelf Tulsa Collective Bargaining Agreement"** means that certain Agreement, dated effective as of the Closing Date and ratified as of May 23, 2007, between Umicore Autocat USA Inc. and the International Union United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) and its Unit, Local Union No. 286 governing workers at Seller's 1300 Main Parkway, Catoosa, Rogers County, Oklahoma (*e.g.*, Tulsa) facility, as set forth in Schedule 5.2.13.

**"Software"** means computer software and programs, including source code, shareware, firmware, middleware, courseware, open source code, operating systems and specifications, system data, record and table layouts, databases, files documentation, storage media, manuals and other materials related thereto.

**"Special Claim Matters"** — Section 12.5.5.

**"Straddle Period"** — Section 10.2.1.

**"Subsequent Bid"** — Section 11.6.

**"Successful Bid(s)"** — Section 11.8.6.

**"Successful Bidder(s)"** — Section 11.8.6.

**"Tax Return"** means any return, declaration, report, claim for refund or information return, or statement, or any other similar filings, related to Taxes, including any schedule or attachment thereto.

**"Tax(es)"** means any tax or similar governmental charge, impost or levy whatsoever (including income, profits, franchise, transfer, use, gross receipts, value added, employment, excise, ad valorem, property, withholding, payroll, social contribution, customs duty, trade, license, severance, stamp, occupation, premium, environmental, capital stock, social security (or similar), unemployment, disability, real property, personal property, sales, registration, alternative or add-on minimum, estimated or windfall profit taxes or transfer fees), together with any related penalties, fines, additions to tax or interest, imposed by the United States or any state, county, local or foreign government or subdivision or agency thereof.

**"Taxable Period"** means any period for which Taxes are owed to a federal, state, local or foreign taxing authority, or for which a Tax Return is required to be filed by any of the Sellers, Sale Company or Purchasers with respect to the Business.

**"Technical Centers"** — Section 1.3.2.

**"Technical Documentation"** means all documented technical information currently in the files of the Business primarily used in the Business and owned by Sellers, in each case pertaining to the design or manufacture of the Products of the Business or the Purchased Intellectual Property.

**"Termination Date"** — Section 9.1.1.D.

**"Testing Services Agreement(s)"** — Section 7.2.8.

**"Third Party Bailed Assets"** — Section 1.4.1.

**"Third Party Indemnification Claim"** — Section 12.4.

**"Third Party Trade Payables"** means Accounts Payable which arise from and relate to the Business and are: (i) between Sellers or the Sales Company, on the one hand, and non-affiliate third parties, on the other hand; or (ii) between the Seller and/or the Sale Company, on the one hand, and another Delphi Affiliate that is not a Seller or the Sale Company, on the other hand and in the case of (ii) reflects a legitimate arm's length trade obligation as opposed to a financing transaction among such parties.

**"Toll Manufacturing Agreement(s)"** — Section 7.2.10.

**"Trade Payables"** means Accounts Payable which arise from and relate to the Business and are: (i) between Sellers or the Sales Company, on the one hand, and non-Affiliate third parties, on the other hand; (ii) between the Seller and/or the Sale Company, on the one hand, and another Seller, Sale Company or other Delphi Affiliate, on the other hand; or (iii) between the portion of any Seller that relates to the Business and any other portion of such Seller (*i.e.*, such as the canning operations of such Seller) and in the case of (ii) or (iii) reflect a legitimate arm's length trade obligation as opposed to a financing transaction among such parties.

**"Trade Receivables"** means Accounts Receivable which arise from and relate to the Business and are: (i) between Sellers or the Sales Company, on the one hand, and non-Affiliate third parties, on the other hand; (ii) between the Seller and/or the Sale Company, on the one hand, and another Seller, Sale Company or other Delphi Affiliate, on the other hand; or (iii) between the portion of any Seller that relates to the Business and any other portion of such Seller (*i.e.*, such as the canning operations of such Seller) and in the case of (ii) or (iii) reflect a legitimate arm's length trade obligation as opposed to a financing transaction among such parties.

**"Trade Secrets"** means: (i) all forms and types financial, business, scientific, technical, economic, manufacturing or engineering information, including patterns, plans, compilations, specifications, test results, tooling, program devices, formulas, designs, prototypes, testing plans, methods, techniques, processes, procedures, programs, customer and vendor lists, pricing and cost data, whether tangible or intangible, and whether or how stored, compiled or memorialized physically, electronically, graphically, photographically or in writing, if: (a) the owner thereof has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, the public, and confidential technical and business information (including ideas, formulas, compositions, inventions and conceptions of inventions whether patentable or unpatentable and whether or not reduced to practice); (ii) all copies, files and tangible embodiments of all of the foregoing, in whatever form or medium; (iii) all rights to file and apply for, prosecute, defend and enforce any of the foregoing; and (iv) all rights to sue or recover and retain damages, costs and attorneys' fees for present and past misappropriation of any of the foregoing.

**"Trademark Rights"** means: (i) trademarks, trade names and service marks; (ii) the good will associated with trademarks, trade names and service marks; (iii) registrations and applications for registration of trademarks, trade names and service marks; (iv) copies, files and tangible embodiments of all of the foregoing, in whatever form or medium; and (v) all rights to sue or recover and retain damages and costs and attorneys' fees for present and past infringement of any of the foregoing.

**"Transfer Agreement(s)"** — Section 1.1.2.

**"Transfer Documents"** means such bills of sale, assignments and other good and sufficient instruments of transfer conveying and transferring to Purchasers title to the Acquired Assets and the Sale Securities as provided in this Agreement or any Transfer Agreement and as Purchasers may reasonably request, including executed assignments for the Owned Intellectual Property, where applicable.

**"Transfer Taxes"** — Section 10.5.

**"Transition Services Agreement"** means any Transition Services Agreement between Sellers and Purchasers referred to in Section 7.2.6.

**"U.S. Corporate Employees"** means those Current Employees specifically designated as such on Schedule 5.1.19.A.

**"U.S. Employee-Related Credit" – Section 4.6.9.**

**"U.S. Operations"** means the operations of the Business by the Filing Affiliates including the manufacturing operations in Tulsa, Oklahoma, the Flint, Michigan, technical center and the sales and other business activities in Troy, Michigan.

"Umicore" — Preamble.

"United States" or "U.S." means the fifty (50) states and the District of Columbia of the United States of America.

"USA PATRIOT Act" — Section 5.2.11.

"Used in Connection with the Business" — Section 1.3.1.

"WARN Act" means the Workers Adjustment and Retraining Notification Act of 1989, as amended, and the regulations promulgated thereunder.

"Warranties" refers to the representations and warranties provided by Sellers to Purchasers, or by Purchasers to Sellers, as the case may be, in each case as referred to in Article 5 of this Agreement or expressly set forth in any Transfer Agreement.

"Works Council" means any organization formed by, and comprised of, employees of the Business, any Seller or the Sale Company that represent the interests of, and negotiates on behalf of, such employees with respect to employment and benefit matters.

## **1. CONVEYANCE OF THE ACQUIRED ASSETS AND SALE SECURITIES:**

**1.1. General.** Subject to the terms and conditions of this Agreement, at the Closing, the Sellers described on Schedule 1 shall sell, transfer and assign the Purchased Assets sold by such Seller to the corresponding Purchasers described on Schedule 1 in accordance with this Section 1.1. The Parties agree that the transfer of the Purchased Assets shall be governed by this Agreement.

**1.1.1. Transfer of Purchased Assets.** Subject to Section 1.1.3 below, at Closing, the transfer of the Purchased Assets may be effected through one or more transfers embodied in and pursuant to the applicable Transfer Agreements as may be necessary or advisable under applicable local Laws.

**1.1.2. Identity of Purchasers.** Attached hereto is a preliminary Schedule 1 reflecting the identity of certain of the Umicore affiliates who are anticipated to be the Purchasers hereunder. Umicore may make changes to the identities of any of such Purchasers (other than Purchasers of Purchased Assets from any of the Filing Affiliates) on or before five (5) days prior to the date of the Auction, provided that it may make changes to the identity of any Purchaser purchasing assets in France at any time on or before ten (10) Business Days prior to the Closing Date or such earlier date as may be reasonably requested by Delphi and agreed by Umicore as may be necessary in connection with the transfer of Contracts relating to the Business in France. Each such Umicore affiliate shall be a direct or indirect wholly-owned subsidiary of Umicore. Consistent with Section 7.2, the Parties agree to cooperate to finalize any Transfer Agreements required by or advisable under applicable local Law to transfer the Purchased Assets consistent with the transferors and transferees and Purchased Assets described on Schedule 1 (collectively, such local country, non-U.S. agreements under which the Acquired Assets and Sale Securities may be transferred by the Asset Sellers and Securities Sellers to the Asset Purchasers and Securities Purchasers are referred to herein as the "**Transfer Agreement(s)**").

**1.1.3. Governing Documents.** To the extent that there is an inconsistency between a Transfer Agreement (or its effect) and this Agreement, this Agreement shall control, except to the



extent that the intent for a Transfer Agreement to control is expressly stated in such Transfer Agreement. The Parties agree to cooperate with each other in effecting the multiple transfers required to effect the transactions contemplated by this Agreement, and to enter into any additional Contracts reasonably necessary or advisable under applicable Law to effect and document the desired transfer.

**1.2. Sale Securities.** With respect to the Sale Company, upon the terms and subject to the conditions set forth in this Agreement (subject to Section 1.1.3 above), on the Closing Date, DASHI shall sell, transfer, assign, convey and deliver to the Securities Purchaser the Sale Securities; and Umicore shall cause the Securities Purchaser to purchase, accept and acquire the Sale Securities.

**1.3. Acquired Assets Transactions.** Upon the terms and subject to the conditions set forth in this Agreement, as modified or supplemented by any applicable Transfer Agreement (subject to Section 1.1.3 above), at Closing, Delphi shall, and shall cause each of the Asset Sellers to, and each of the Asset Sellers shall, sell, transfer, assign, convey and deliver to the Asset Purchasers, and Purchasers shall, or shall cause each of the Asset Purchasers to purchase, accept and acquire from the Asset Sellers, free and clear of all Liens except: (i) Permitted Encumbrances; (ii) Permitted Liens; and (iii) Liens included in the Assumed Liabilities assumed by Purchasers pursuant to Article 2, all of the assets and properties described in Section 1.3.1 below, subject in each case to Section 1.4 in respect of Excluded Assets (collectively, the "**Acquired Assets**").

**1.3.1. Acquired Assets.** The Acquired Assets consist of all of Sellers' right, title and interest in and to the rights and assets Used in Connection with the Business (as defined below) by the Sellers (other than the Excluded Assets) including: Accounts Receivable (other than Excluded Trade Receivables); Other Book Assets; Real Property; Personal Property; Permits; Inventory (wherever located and including all Inventory in transit or on order and not yet delivered, and all rights with respect to the processing and completion of any work-in-process, including the right to collect and receive charges for the Products and services performed by the Asset Sellers or the Sale Company with respect thereto); Contracts (including the Indian License and Equipment Lease Arrangements, and Capital Leases); Administrative Assets; and Purchased Intellectual Property, in each case to the extent Used in Connection with the Business, together with all other property and assets of every kind or nature Used in Connection with the Business (other than the Excluded Assets); provided that: (i) with respect to the Sales Offices, the Acquired Assets shall consist only of the Assets specifically set forth in Schedule 1.3.1; and (ii) with respect to the Carved-Out Locations, the Acquired Assets shall consist only of the assets set forth in Sections 1.3.2 below. The term "**Used in Connection with the Business**" as used herein shall mean all of those assets comprising the foregoing asset categories including any other assets owned, leased, licensed or otherwise held by a Seller or the Sale Company which were acquired for use or held for use by such Seller or Sale Company primarily in connection with the Business as currently conducted and which are necessary for the continued operation of the Business after the Closing in substantially the same manner as before the Closing, and including all current and total assets which would be reflected on the books of account of the Business if such accounts were: (i) presented on a carved-out or stand-alone basis; and (ii) audited by an independent accounting firm as of the Closing Date. It is specifically understood and agreed that the Purchasers are acquiring, and the Sellers are selling, all of the tangible and intangible assets Used in Connection with the Business by the Asset Sellers or the Sale Company, except to the extent any such assets are included in the definition of the Excluded Assets.

**1.3.2. Carved-Out Location Assets.** Notwithstanding Section 1.3.1 above and consistent with the terms of Sections 1.4.8, 1.4.9 and 1.4.10 below relating to certain Excluded

Assets, the Sellers are only selling and the Purchasers are only purchasing certain specific assets Used in Connection with the Business in respect of the Sellers' catalyst operations in Clayton-Melbourne, Australia, San Luis Potosí, Mexico and Shanghai, China (the "**Carved-Out Manufacturing Locations**") and catalyst technical and testing centers in Flint, Michigan and Bascharage, Luxembourg (the "**Technical Centers**" and, together with the Carved-Out Manufacturing Locations, collectively the "**Carved-Out Locations**") as set forth below.

**1.3.2.1.** In respect of the Carved-Out Manufacturing Locations, the applicable Asset Purchasers shall only acquire at the Closing the Accounts Receivables (but excluding any Excluded Trade Receivables), Inventory (other than work-in-process at the Shanghai location), Contracts with customers of the Business, direct material supplier Contracts of the Shanghai, China operations as required for the performance of its material purchase obligation under the Shanghai Toll Manufacturing Agreement, Administrative Assets used in connection with such Acquired Assets, Purchased Intellectual Property, Carved-Out Locations Acquired Equipment and Machinery (including those items to be selected by Purchaser at a mutually agreed time before Closing from among the Assets set forth on Schedule 1.3.2.1, such list to be completed by Purchaser) and Other Book Assets Used in Connection with the Business at such locations (collectively, the "**Acquired Carved-Out Manufacturing Location Assets**"). For purposes of this Section 1.3.2.1, Contracts shall only *include* any open or pending Contracts with customers and any Capital Leases for Carved-Out Locations Acquired Equipment and Machinery and shall specifically *exclude* any Contracts: (x) with suppliers or vendors of the Business; (y) governing the provision of utilities (*i.e.*, water, electricity, gas) services to any Seller; and (z) for the acquisition or purchase of raw materials by any Seller (other than in respect of the Shanghai, China location as described above). Consistent with the foregoing and Sections 1.4.8 and 1.4.9 below, the Sellers shall retain and the Purchasers shall not acquire all of the other tangible and intangible assets of the Business at the Carved-Out Locations, including any Real Property, Personal Property (other than the Carved-Out Locations Acquired Equipment and Machinery), Permits, and other tangible assets (including production furnaces other than the most recently acquired gas furnace in Shanghai) of the Business at the Carved-Out Locations (collectively, the "**Excluded Carved-Out Location Assets**"). The arrangements pertaining to the fulfillment of such open or pending Contracts and other matters among the relevant Purchasers and Sellers (as well as the Chinese Joint Venture in respect of the Shanghai, China operations) shall be governed by the Toll Manufacturing Agreements and Transition Services Agreement.

**1.3.2.2.** In respect of the Sellers' Technical Centers, the Sellers are only selling and the applicable Asset Purchasers are only purchasing the Purchased Intellectual Property Used in Connection with the Business at the Technical Centers and certain confidentiality agreements included in the Listed Contracts with respect to the Luxembourg testing center (the "**Acquired Carved-Out Technical Center Assets**" and, together with the Acquired Carved-Out Manufacturing Location Assets, the "**Acquired Carved-Out Location Assets**"). Consistent with the foregoing and Section 1.4.10 below, the Sellers shall retain and the Purchasers shall not acquire any of the Excluded Carved-Out Location Assets located at the Carved-Out Technical Centers. At the Closing, the appropriate Sellers and Asset Purchasers shall enter into Testing Services Agreements with respect to each Technical Center.

**1.4. Excluded Assets.** Notwithstanding anything to the contrary in this Agreement or in any Ancillary Agreement, the following properties and assets shall not be included in the Acquired Assets:

**1.4.1. Bailed Assets.** Any machinery, equipment, tools, Inventory (including Consigned PGMs), tooling, dies, molds, patterns, jigs, gauges, production fixtures, special material handling equipment, customer dunnage and containers owned by an OEM or a Tier 1 Supplier thereto or any other third party, including such items referred to in Schedule 1.4.1 ("**Third Party Bailed Assets**"); provided, however, that any Contracts pertaining to such bailment arrangements shall be transferred as part of the Acquired Assets in accordance with Section 1.3.1 and Section 1.3.2 above.

**1.4.2. Personnel and Medical Records.** All work histories, personnel and medical records of employees and former employees of any Seller who worked at any time for any reason at the Business for whom a record exists at the Business at the time of Closing; provided, however, so far as legally permissible under applicable data protection, privacy or similar Laws, Purchasers will be provided the originals of all personnel and medical records of all Hired Current Employees, after posted written notice or other appropriate notice to such employees if legally required or if Sellers so elect. All such personnel and medical records of such employees shall be books and records governed by Section 8.10.3 of this Agreement. Upon written request of a Seller (or an Affiliate of a Seller), Purchasers shall promptly return any and all of these records to such Seller (or an Affiliate of such Seller as directed) at which time such Seller shall provide Purchasers with copies of the personnel and medical records of such employees. If an employee objects to provision of personnel or medical records to Purchasers, the records will not be provided, except to the extent Sellers determine that provision of the records to Purchasers over the objections by the employee is permitted by the applicable local Law without adverse consequences to Sellers.

**1.4.3. Certain Financial Assets.** Cash, cash equivalents and bank accounts; provided, however, that to the extent any local or other bank accounts are held by the Sale Company and are necessary for the operation of the Business activities of such entity, Sellers agree to cause the transfers of such accounts with the Sale and Purchasers shall reimburse Sellers to the extent of any cash (net of any overdraft obligations) contained in such operating accounts as of the Closing Date.

**1.4.4. Certain Financial Contracts.** Contracts or commitments relating to Debt (other than Capital Leases) including Contracts or commitments for the borrowing or lending of money, credit cards, lines of credit or guarantees of indebtedness; letters of credit, performance or payment bonds or guarantees of performance; or contracts or commitments with any investment banker, financial advisor, finder or broker and those contracts specifically listed in Schedule 1.4.4 ("**Excluded Financial Contracts**"); provided, that any Contracts pertaining to PGM Leases or Borrowings Used in Connection with the Business shall be transferred in accordance with Section 1.3.1 and Section 1.3.2 above and subject to the operation of the Purchase Price adjustment provisions of Article 4.

**1.4.5. Tax Refunds, Etc.** Consistent with Article 10, any refund of Taxes, or claim for refund of Taxes, or deferred Taxes (other than deferred Taxes of the Sale Company) of any kind relating to the Acquired Assets, for any period prior to the Closing Date.

**1.4.6. Excluded Intellectual Property.** (i) All Intellectual Property owned by Sellers or their Affiliates (except for Software, which to the extent excluded is listed on Schedule 1.4.6), which, in the case of each such item of Intellectual Property, is not Used in Connection with the Business; (ii) that Intellectual Property listed on Schedule 1.4.6; (iii) the underlying Patent Rights of Sellers that are the subject of the Atmospheric Catalyst License; and (iv) also the trademarks and/or names "Delphi" and "Delphi Catalyst" and all other trademarks, service marks and trade names of Sellers or their Affiliates not listed on Schedule 5.1.7.A.1, Schedule 5.1.7.A.2 and Schedule 5.1.7.A.3 (collectively, the "**Excluded Intellectual Property**") subject to the limited

rights granted to Purchasers and their Affiliates pursuant to Section 8.10.5; provided, however, that as of the Closing Date, the Sellers agree to grant Purchasers a worldwide, perpetual, assignable (to Affiliates), royalty bearing, non-exclusive license to certain atmospheric catalyst Patent Rights on the terms set forth in the Atmospheric Catalyst License.

**1.4.7. Excluded Canning Business.** Sellers' catalyst canning operations (i.e., the encapsulation of a coated catalyst within a sheet metal container) (the "**Excluded Canning Business**") and all assets relating thereto.

**1.4.8. Assets of the Chinese Joint Venture.** Other than the assets pertaining to the Chinese Joint Venture which are described in Section 1.3.2 above as being part of the Acquired Carved-Out Manufacturing Location Assets, all assets of the Chinese Joint Venture including the Excluded Carved-Out Manufacturing Location Assets pertaining to the Chinese Joint Venture.

**1.4.9. Assets of the Australian and Mexican Operations.** Other than the assets pertaining to Sellers' catalyst operations in Clayton, Australia and San Luis Potosí, Mexico (the "**Australian and Mexican Operations**") which are described in Section 1.3.2 above as being part of the Acquired Carved-Out Manufacturing Location Assets, all assets of the Australian and Mexican Operations including the Excluded Carved-Out Manufacturing Location Assets pertaining to the Australian Operations.

**1.4.10. Technical Centers.** Other than assets pertaining to Technical Centers described in Section 1.3.2 above as being part of the Acquired Carved-Out Technical Center Assets, all assets of the Technical Centers including the Excluded Carved-Out Technical Center Assets pertaining to the Technical Centers.

**1.4.11. Sales Offices.** All assets of the Sales Offices of any kind whatsoever other than those listed on Schedule 1.3.1.

**1.4.12. Privileged Information and Materials.** Information and materials protected by the attorney-client privilege (or its equivalent in jurisdictions outside the United States); and the lack of which excluded information and materials are not material to the operation of the Business.

**1.4.13. Insurance.** The benefit of any of Sellers' or Sellers' Affiliates' insurance policies relating to the operation of the Business (including any right to proceeds thereunder).

**1.4.14. Certain Rights.** All of the rights and claims of the Filing Affiliates available to Filing Affiliates under the Bankruptcy Code, of whatever kind or nature, as set forth in Sections 544 through 551, inclusive, 553, 558 and any other applicable provisions of the Bankruptcy Code, and any related claims and actions arising under such sections by operation of law or otherwise, including claims against a certain PGM supplier referred to in Schedule 5.1.14.B, including any and all proceeds of the foregoing.

**1.4.15. Real Property.** All real property which is neither Listed Real Property nor any Improvements located thereon.

**1.4.16. Benefit Plans.** Any assets held on behalf of a Benefit Plan covering current or former employees of the U.S. Operations and any other Benefit Plan not required to be assumed by Purchasers as set forth in Section 2.1.4.

**1.4.17. Collective Bargaining Agreements.** Except as required to be assumed by applicable Laws and consistent with Section 3.9, all Collective Bargaining Agreements (including the Existing Tulsa Collective Bargaining Agreement).

**1.4.18. Excluded Trade Receivables.** All Excluded Trade Receivables.

**1.4.19. Certain Contracts.** With respect to any Carved-Out Manufacturing Location, any Contracts governing the provision of utility (e.g., water, electricity, gas) services to any Seller or Contracts for the acquisition or purchase of any supplies, including raw materials by any Seller (other than Chinese raw material Contracts addressed in Section 1.3.2).

**1.4.20. Other Assets.** (i) All finished goods Inventory and all inventories, products, rights, properties, assets and businesses of the Business which shall have been transferred or disposed of by Sellers prior to Closing not in breach of this Agreement; (ii) any document, information, Permit, Contract, Intellectual Property or other asset the transfer of which is prohibited by any Law or referred to in Schedule 1.4.20; and (iii) all computer hardware, equipment, computer Software and the other assets listed on Schedule 1.4.20; provided, however, that, to the extent that Sellers' foregoing exclusion of computer hardware, equipment and software is anticipated to result in a loss or disruption to the Business of its continuing functionality, the Parties will include the necessary arrangements to avoid such loss or disruption in a Transition Services Agreement, as contemplated by Section 7.2.6.

**1.5. Post-Closing Asset Deliveries.** Should any Seller, in its reasonable discretion, determine after the Closing that books, records or other materials constituting Acquired Assets are still in the possession of such Seller or any of its Affiliates, such Seller shall or shall cause such Affiliates to promptly deliver them to the applicable Purchaser at no cost to such Purchaser. Should Sellers or Purchasers, in their reasonable discretion, determine after the Closing that books, records or other materials constituting Excluded Assets were delivered to Purchasers, Purchasers shall promptly return them to the applicable Seller at no cost to such Seller.

**1.6. Non-Assignable Permits and Contracts:**

**1.6.1. Non-Assignability.** To the extent that any Contract or Permit (except for certain critical Contracts and Permits identified in writing by a Purchaser to a Seller) included in the Acquired Assets is not capable of being assigned to Purchasers at the Closing without the consent or waiver of the issuer thereof or the other party thereto or any third party (including a Governmental Entity) that has not yet been obtained by the Parties, or if such assignment or attempted assignment would constitute a breach thereof, or a violation of any Law, this Agreement shall not constitute an assignment thereof, or an attempted assignment, unless any such consent or waiver is obtained. Schedules 5.1.11 and 5.1.14.A expressly denotes which of the Listed Contracts and Permits are not capable of being assigned to Purchasers at the Closing, but that would otherwise be considered Acquired Assets provided that noting that a consent is required to effect the transfer of Contract or Permit does not, by itself, place such Contract or Permit within this sentence.

**1.6.2. Efforts to Obtain Consents and Waivers.** At Purchaser's request, Sellers shall, at their expense, use commercially reasonable efforts, and Purchasers shall, at their expense, cooperate with Sellers, to obtain the consents and waivers and to resolve the impracticalities of assignment referred to in Section 1.6.1 after the Closing.

**1.6.3. If Waivers or Consents Cannot Be Obtained.** To the extent that the consents and waivers referred to in Section 1.6.1 are not obtained by Sellers, or until the impracticalities of assignment referred to therein are resolved, Sellers' sole responsibility with respect to such matters, notwithstanding Section 1.2, shall be to use, during the twelve (12) month period commencing with the Closing, all commercially reasonable efforts, at no cost to Sellers, to: (i) provide to the applicable Purchaser the benefits of any Permit or Contract, all as referred to in Section 1.6.1, included in the Acquired Assets; (ii) cooperate in any reasonable and lawful arrangement designed to provide such benefits to such Purchaser, without incurring any financial obligation to such Purchaser; and (iii) enforce for the account of such Purchaser and at the cost of such Purchaser any rights of Sellers arising from the Permits or Contracts included in the Acquired Assets referred to in Section 1.6.1 against such issuer thereof or other party or parties thereto.

**1.6.4. Obligation of Purchasers to Perform.** To the extent that any Purchaser is provided the benefits pursuant to Section 1.6.3 of any Permit or Contract included in the Acquired Assets, such Purchaser shall perform, on behalf of the applicable Seller, for the benefit of the issuer thereof or the other party or parties thereto, the obligations of such Seller thereunder or in connection therewith, and if such Purchaser shall fail to perform to the extent required herein, the applicable Seller, without waiving any rights or remedies that it may have under this Agreement or applicable Laws, may suspend its performance under Section 1.6.3 in respect of the instrument which is the subject of such failure to perform unless and until such situation is remedied; or such Seller may perform at such Purchaser's sole cost and expense, in which case such Purchaser shall reimburse such Seller's costs of such performance immediately upon receipt of an invoice therefor.

**1.7. Certain Assigned Contracts.** With respect to those Contracts for goods or services included in the Acquired Assets and used by both the Business and the other operations of Delphi or its affiliates that are set forth on Schedule 1.7 and will be transferred to Purchasers at Closing, Purchasers shall provide Sellers with the benefits of such Contracts in substantially the manner described in Section 1.6.3 above, and Sellers shall reimburse Purchasers for such benefits in substantially the manner described in Section 1.6.4 above, until the earlier of such time as separate contracts for such goods or services have been agreed between the applicable Seller and the other party to such contracts or the termination of such Contract.

**2. ASSUMPTION OF LIABILITIES REGARDING ACQUIRED ASSETS TRANSACTIONS; RETAINED LIABILITIES:**

**2.1. Assumed Liabilities.** At and as of the Closing, Umicore shall cause the applicable Asset Purchasers or Securities Purchaser to assume and agree to pay, perform and discharge when due, and shall be liable only with respect to the following obligations, Liabilities and responsibilities relating to the operation of the Business (the "**Assumed Liabilities**"):

**2.1.1.** The obligations of Sellers arising subsequent to the Closing under the Contracts, licenses, Permits and leases included in the Acquired Assets and assigned or otherwise transferred to Purchasers pursuant to this Agreement or the Transfer Agreements.

**2.1.2.** Accounts Payable (other than Excluded Trade Payables) that have been incurred in the Ordinary Course of Business, including Trade Payables to any Seller or Seller Affiliate that are not Excluded Trade Payables.

**2.1.3.** Claims and other obligations relating to Purchasers' ownership, operation or use of the Acquired Assets after the Closing.

**2.1.4.** Obligations which Purchasers are required to assume by operation of Law as a result of the Sale or by virtue of Purchasers' acquisition of the Sale Securities, under Benefit Plans covering current or former employees of the Sale Company and the Foreign Operations in Florange, France (i.e., other than the Assumed PTO Obligations described in Section 2.1.5, the Purchasers are assuming no such Liabilities or obligations in respect of Benefit Plans relating to the U.S. Operations or the Foreign Operations outside of the Sale Company and Florange, France), together with obligations with respect to Purchasers' employment after the Closing of the Hired Current Employees, all as described in Article 3 of this Agreement.

**2.1.5.** All PTO Obligations with respect to each Hired Current Employee (the "**Assumed PTO Obligations**").

**2.1.6.** The obligation to pay for assets, goods or services relating to the Business and acquired pursuant to a Contract that is an Acquired Asset pursuant to this Agreement, which are ordered by any Seller on or prior to the Closing in the Ordinary Course of Business and that are received by the relevant Purchaser after Closing.

**2.1.7.** Liabilities and obligations arising out of, resulting from, or relating to Products manufactured subsequent to the Closing, including all Product warranty, Product returns, Product Liability and Product recall Liability (recognizing that Sellers are assigning to Purchasers their rights against third party manufacturers in respect of Products manufactured subsequent to the Closing in accordance with the provisions of Section 1.3.1); provided, however, that subject to the understanding that such matters are not a Retained Liability, Purchasers' assumption of any such Product-related warranty or Liability shall be limited to the extent that it was warranted directly to a customer of the Business, that such Product met the specific specifications and test conditions mandated by such customer and, on no account shall Purchasers assume or be liable for any Product warranty, Product return, Product Liability or Product recall Liability under any Product warranty extended by a Seller or any other Delphi Affiliate to an OEM, Tier 1 supplier or other customer which covers any performance- or durability-related features of any exhaust systems-level, canning or other non-catalyst products, whether arising before, on or after the Closing Date.

**2.1.8.** Any and all Environmental Claims or Liabilities as allocated in accordance with the principles set forth in Section 12.6 of this Agreement; provided, however, that Permit Transfer Liabilities are not an Assumed Liability hereunder.

**2.1.9.** Any and all Claims: (i) arising after the Closing Date under health and safety Laws (such as the Occupational Safety and Health Act) applicable to employers; and (ii) for "toxic tort" for exposure of any person or property to Hazardous Material under a Law or common law to the extent the exposure giving rise to the "toxic tort" Claim occurred after the Closing Date.

**2.1.10.** Subject to Sellers' retention of Liabilities related to Benefit Plans covering current and former employees of the U.S. Operations and non-U.S. Benefit Plans which Purchasers are not required to assume by operation of Law or by virtue of Purchasers' acquisition of the Sale Securities, all severance obligations owed or owing to any Hired Current Employees or which become due and payable to Hired Current Employees, in each case after the Closing Date, in respect of employment following the Closing Date, which results from any post-Closing transfer, attempted transfer, other condition of, or termination of employment of one or more Hired Current Employees by a Purchaser ("**Post-Closing Severance Obligations**").

**2.2. No Expansion of Third Party Rights.** The assumption by Purchasers of the Assumed Liabilities shall in no way expand the rights or remedies of any third party against any Purchaser or Seller as compared to the rights and remedies which such third party would have had against the applicable Seller absent the Bankruptcy Cases, had Purchasers not assumed such Assumed Liabilities. Without limiting the generality of the preceding sentence, the assumption by Purchasers of the Assumed Liabilities shall not create any third party beneficiary rights other than with respect to the Person that is the obligee of such Assumed Liability.

**2.3. Retained Liabilities.** Notwithstanding anything in this Agreement to the contrary, other than the Assumed Liabilities, Purchasers shall not assume or be deemed to have assumed, and shall have no Liability or obligation with respect to, any other Liabilities and obligations of any Seller or the Business and the appropriate Seller shall continue to be responsible for such Liabilities and obligations (collectively, "**Retained Liabilities**"). Without limiting the generality of the foregoing, the Sellers expressly acknowledge and agree that, other than the Assumed Liabilities, the appropriate Seller shall retain, and the Purchasers shall not assume or otherwise be obligated to pay, perform, defend or discharge any: (i) Liabilities (including Liabilities relating to social security (or similar) disability, or unemployment taxes) in respect of employment or services performed by any employee of the Business or any Seller or Affiliate on or prior to the Closing Date, including Retired Employees, other than any Post-Closing Severance Obligations in accordance with Section 2.1.10 or as otherwise set forth in Article 3; (ii) Product warranty, Product return, Product Liability and Product recall Liability claims relating to Products manufactured prior to the Closing Date; (iii) Liabilities in the nature of general and automobile Liability arising prior to Closing; (iv) litigation for which a claim has been made to Sellers on or before the Closing Date or to the extent it relates to an act or omission by any Seller or Affiliate prior to such date; (v) consistent with Article 10, Tax Liabilities for periods or portions of periods ending on or before the Closing Date; (vi) Liability of the Sellers to any person or entity (including Retired Employees) in connection with any Benefit Plan covering current and former employees of the U.S. Operations and non-U.S. Benefit Plans which Purchasers are not required to assume by operation of Law or by virtue of Purchasers' acquisition of the Sale Securities, including any Liability of Delphi or any other Seller under ERISA, whether directly or as an ERISA Affiliate; (vii) to the extent not captured by the preceding clause (vi), Liability for any PTO Obligations pertaining to Current Employees (other than Hired Current Employees) or former employees of the U.S. Operations, or for any severance or stay/retention bonuses which Liabilities are for the account of the Sellers as provided in Section 3.10 below; (viii) Liability of the Sellers to any person or entity (including Retired Employees) in connection with any Benefit Plan covering the current or former employees of the Foreign Operations insofar as the Australian, Chinese, Mexican, Indian, non-U.S. Sales Offices or Luxembourg operations of the Business are concerned; (ix) any and all Environmental Claims or Liabilities as allocated in accordance with the principles set forth in Section 12.6 of this Agreement, and any and all Claims: (a) arising prior the Closing Date under health and safety Laws (such as the Occupational Safety and Health Act) applicable to employers; and (b) for "toxic tort" for exposure of any person or property to Hazardous Materials under a Law or common law to the extent the exposure giving rise to the "toxic tort" Claim occurred prior to the Closing Date; (x) any Liability or obligation of any Seller relating to any default under any of the Contracts included in the Acquired Assets or under any of the Assumed Liabilities, to the extent such default takes place or pertains to acts or omissions of any Seller or Affiliate during the period prior to the Closing Date, including any Cure Amounts related to any Assumed U.S. Contract; (xi) any Liability or obligation of any Seller for administrative fees and expenses, including "allowed administrative expenses" under Section 503(b) of the Bankruptcy Code; (xii) any Liability or obligation of any Seller for transaction fees and expenses and fees and expenses payable to lenders, brokers, financial advisors, legal counsel, accountants and other professionals in connection with this Agreement, the Ancillary Agreements and the transactions contemplated hereby and thereby; (xiii) any Liabilities owed to a Seller or any of its Affiliates by any Asset Seller or Sales Company which arose before the Closing Date (other than Included Trade Payables); (xiv) all Debt owed by a Seller or a Sale Company or any of their respective Affiliates; and



(xv) Excluded Trade Payables; (xvi) all Collective Bargaining Agreements (including the Existing Tulsa Collective Bargaining Agreement) and obligations thereunder except: (A) as required to be assumed by Purchasers by applicable Laws; and (B) to which the Sale Company is a party. Sellers further agree to satisfy and discharge as the same shall become due all obligations and Liabilities of the Sellers (including the Retained Liabilities) not specifically assumed by Purchasers hereunder.

### **3. ACQUIRED ASSETS - PERSONNEL MATTERS - TRANSFERRED EMPLOYEES:**

**3.1. Current Employees.** Schedule 5.1.19.A lists all Current Employees. With respect to each Current Employee, Schedule 5.1.19.A lists: (i) each such person's title or job/position; (ii) each such person's job designation (i.e., salaried or hourly); (iii) each such person's location of employment; (iv) each such person's employment status (i.e., actively employed or not actively at work (due to, e.g., illness, short-term disability, sick leave, authorized leave of absence, etc.)); (v) each such person's annual base rate of compensation; and, if applicable, any bonus; (vi) any material, individual specific provisions relating to such person's employment (e.g., non-compete agreement, employment agreements, deferred compensation agreement, golden parachute, etc.) to the extent permitted to be disclosed under applicable Law (including local privacy laws); (vii) with respect to hourly employees, an indication of such employee's union or non-union status, and an identification of any relevant union; (viii) a description of the Benefit Plans in which each such employee participates providing the legal name of such plan, such employee's date of birth and date of hire; and (ix) with respect to those current and deferred beneficiaries of Benefit Plans which will be assumed by Purchasers by operation of law or as a result of acquisition of the Sale Company, a description of the benefit entitlement of each such beneficiary and whether such beneficiary is a current or deferred beneficiary and, if deferred, the date on which such benefit will become due; provided, however, that in respect of the information referred to in clause (vi), if such information is not on Schedule 5.1.19.A, Sellers may provide such information to Purchasers under separate cover. Purchaser will make offers of employment to all active hourly Current Employees of the Tulsa operations. From the date of this Agreement until five (5) days prior to Closing, Purchaser will provide Sellers with monthly updates as to status of Purchaser's discussions with U.S. salaried Current Employees. Not later than thirty-five (35) days prior to the Closing Date, Sellers will provide Purchasers with an updated Schedule 5.1.19.A, marked to show changes from the original list. With respect to those Current Employees of an Asset Seller (other than those who will automatically become Hired Current Employees by operation of Law or contract as a result of the Sale), no later than five (5) days prior to Closing, Purchasers will provide Sellers with a list of Current Employees to whom any Purchaser has made an offer of employment that has been accepted to be effective on the Closing Date. On the Closing Date, Schedule 5.1.19.A will be updated to include only Hired Current Employees.

### **3.2. Offer of Employment:**

**3.2.1.** Set forth on Schedule 3.2.1 is the agreement among the Parties with respect to certain matters relating to the Current Employees.

**3.2.2.** The following provisions of this Section 3.2.2 apply only to Current Employees of Shanghai, China and San Luis Potosi, Mexico locations, since Purchaser has agreed not to contact Seller's Current Employees in Australia with respect to offers of employment. Notwithstanding the foregoing, with respect to employees of the Business located at the Sellers' Shanghai, China or San Luis Potosi, Mexico locations (but not Clayton, Australia), at any time prior to the termination of the applicable Toll Manufacturing Agreement covering such location, Purchasers shall provide Sellers with a list of employees to whom Seller intends to make an offer of employment effective upon the termination of such Toll Manufacturing Agreement (or such sooner date as such Seller and such Purchaser shall agree). During the term of the relevant Toll Manufacturing Agreement,

Purchasers and Sellers shall reasonably consult regarding, and Sellers shall provide reasonable access to, employees providing services under the relevant Toll Manufacturing Agreements each for the purpose of allowing Purchasers to evaluate such employees for potential employment with Purchasers. For a period of three (3) months following the Closing, or at any time with respect to the persons named on a list (following their being placed on such list) provided to the Sellers pursuant to the second sentence of this subsection, Sellers shall take no action, or fail to take any action, intended to cause any such employee to not accept employment with any Purchaser (or its Affiliates) including transferring or reassigning any such employee to, or offering any, alternative positions with the Seller or any of its Affiliates. In the event the Purchaser offers employment to any such employee and the employee accepts such employment, the applicable Purchaser and Seller shall reasonably cooperate to transfer the employment of such employee(s) to the Purchaser at the end of the relevant Toll Manufacturing Agreement.

**3.2.3.** Subject to applicable Laws and to the longer period with respect to certain Current Employees as set forth in Section 3.2.2 above, Sellers agree to provide, through the Closing Date, Purchasers with reasonable access to all Current Employees (and related personnel and medical records and facilities), including but not limited to facilitating interviews of, and offers of employment to, such employees. Sellers will release to, or obtain release of and deliver to Purchasers experience records from Sellers' insurer to allow Purchasers to pursue and seek bids for health and risk benefit plans.

**3.2.4.** Purchasers will set their own initial terms and conditions of employment for the Hired Current Employees and others it may hire, including work rules, benefits and salary and wage structure, all in accordance and consistent with such Purchaser's own policies and plans and as permitted by applicable Laws. Other than merit programs and annual wage increases in the Ordinary Course of Business and benefits set forth on Schedule 3.2.4, no Seller has made any announcement in the past twelve (12) months to any Current Employee regarding any continuation, introduction, increase or improvement of any Benefit Plan, and no Seller will make any such announcement prior to Closing without the prior written consent of Purchasers. Except as explicitly provided in this Agreement or by operation of Law, Purchasers will assume no Liabilities with respect to any Benefit Plan of any Seller. It is understood and agreed that: (i) Purchasers' intention to extend certain offers of employment as set forth in this Section 3.2 will not constitute a contract (express or implied) on the part of any Purchaser to any post-Closing employment relationship of any fixed term or duration or upon any terms or conditions other than those that a Purchaser may establish pursuant to individual offers of employment; and (ii) any employment offered by any Purchaser is "at will" and may be terminated by Purchaser or by an employee at any time for any reason (subject to any written commitments to the contrary made by a Purchaser or an employee and applicable Laws governing employment). Nothing in this Agreement will be deemed to prevent or restrict in any way the right of any Purchaser to terminate, reassign, promote or demote any of the Hired Current Employees after the Closing, or to change adversely or favorably the title, powers, duties, responsibilities, functions, locations, salaries, other compensation or terms or conditions of employment of such employees; provided, however, that Purchasers' may be subject to Post-Closing Severance Obligations pursuant to Section 2.1.10 above. Notwithstanding the foregoing, the Purchasers shall recognize the seniority status (*e.g.*, years of service) of all Hired Current Employees for all purposes of the employment of such Hired Current Employees with such Purchaser; provided, however, that Purchasers shall not be obligated to factor seniority status into any initial hiring decisions.

**3.3. Purchasers' U.S. Benefit Plans.** U.S. Hired Current Employees' and their eligible dependents and beneficiaries participation in and eligibility for benefits under Purchasers' Benefit Plans

will commence no later than two (2) months following the Closing Date. Purchasers will recognize each Hired Current Employees' pre-Closing service with Seller for eligibility and vesting purposes under Purchasers' Benefit Plans; provided, however, that such recognition will not cause a duplication of benefits being provided to the Hired Current Employees by Sellers and Purchasers.

**3.4. WARN Act.** In respect of the U.S. Operations, Sellers shall be responsible for and shall pay all Liabilities or obligations arising under the WARN Act, if any, arising out of or resulting from layoffs of Current Employees or any termination of their employment which occurs prior to or on the Closing Date. The applicable Purchasers shall be responsible for and shall pay all Liabilities or obligations arising under the WARN Act, if any, arising out of or resulting from layoffs of Hired Current Employees or any termination of their employment which occurs after the Closing Date.

**3.5. Sellers' U.S. Pension Plans.** Consistent with Sections 2.1.4 and 2.3(v), Sellers are retaining and Purchasers are not assuming any assets or Liabilities relating to Benefit Plans covering current or former employees of, or otherwise sponsored by, the U.S. Operations. Accordingly, all Hired Current Employees in the U.S. who are participants in the Benefit Plans that are pension plans as defined in ERISA Section 3(2) will be fully vested in their accounts under such Benefit Plans as of the Closing Date; provided, however, that the applicable Seller (or the applicable Benefit Plan) will retain sole Liability for the payment of such benefits as and when such Hired Current Employees become eligible for such benefits under such U.S. Benefit Plans, and Purchasers will assume no Liabilities with respect to such U.S. Benefit Plans.

**3.6. Non-U.S. Benefit Plans.** Consistent with Section 2.1.4, Sellers are not retaining and Purchasers are assuming Liabilities relating to Benefit Plans covering current or former employees of the Sale Company and the Foreign Operations in Florange, France which Purchasers are required to assume by operation of Law or by virtue of Securities Purchasers' acquisition of the Sale Securities. Accordingly, all Hired Current Employees who are participants in the non-U.S. Benefit Plans covering current or former employees of the Sale Company or of the Foreign Operations in Florange, France which are so assumed by Purchasers will retain their benefits under such Benefit Plans as of the Closing Date in accordance with applicable Laws, the applicable Purchaser (or the applicable non-U.S. Benefit Plan so assumed by Purchasers) will assume (or retain) sole Liability for further payment of such benefits as when such Hired Current Employees became eligible for such benefits under such non-U.S. Benefit Plans. Seller shall retain and Purchasers will assume no Liabilities with respect to any other non-U.S. Benefit Plans. Purchasers are not assuming any Liabilities or assets with respect to any non-U.S. Benefit Plans that the Purchasers are not required to assume by operation of Law or by virtue of the securities acquisition of the Sale Securities.

**3.7. Continuation of U.S. Health Plans by Sellers after the Closing.** Sellers shall maintain, keep in good standing (including make all required regulatory filings), and not terminate each of the Benefits Plans listed on Schedule 5.1.19.C (collectively, the "**Seller U.S. Health Plans**") until the earlier of: (i) the date that is two (2) months after the Closing Date; and (ii) written notification from Purchasers that a Purchaser has established health plans providing coverage for Hired Current Employees. During such two (2) month period, unless Sellers continue to provide coverage for all Hired Current Employees under the Seller U.S. Health Plans, Sellers shall make available to any such Hired Current Employees as are located in the U.S. continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1986, as amended ("**COBRA**"), to such Hired Current Employees (the "**Covered Employees**") (and their "qualified beneficiaries," as such term is defined by COBRA) and to the "M&A qualified beneficiaries" (as such term is defined in Treasury Regulation § 54.4980B-9 Q&A-4(a)), all in accordance with the terms of the Transition Services Agreement. Except for reimbursing Seller's costs as set forth in the Transition Services Agreement, Purchasers shall not have any obligation to collect or pay to Sellers the COBRA premium payments of the Covered Employees (and their qualified beneficiaries) or the M&A qualified beneficiaries, or to make available COBRA continuation coverage to any covered Employee or M&A

qualified beneficiaries or any other current or former employee of Seller. Purchasers' reimbursement of Sellers for the costs associated with the foregoing shall be reimbursed by such Purchaser(s) in accordance with the terms of the Transition Services Agreement. Purchasers shall not have any responsibilities, obligations or Liabilities for the Seller U.S. Health Plans or to extend or administer COBRA continuation coverage to Covered Employees or to M&A qualified beneficiaries as a consequence of the sale of Purchased Assets described herein. Sellers shall retain all responsibility for and shall satisfy all Claims Incurred (as defined below) under the Seller U.S. Health Plans on or prior to Closing Date. For purposes of this Section 3.7, the term "**Claims Incurred**" means that the medical services giving rise to such medical plan claims have actually been performed. Sellers will not take any action without the prior written consent of Purchasers that would result in the termination of the Seller U.S. Health Plans or otherwise result in Sellers being unable to provide continuation coverage to the Covered Employees (and their qualified beneficiaries) and the M&A qualified beneficiaries in accordance with this Section 3.7.

**3.8. U.S. Benefit Plans For Retired Employees.** Except for benefits to Retired Employees under Benefit Plans required to be assumed by Purchasers by operation of Law or by virtue of Securities Purchaser's acquisition of the Sale Securities, Sellers will retain sole Liability for the continued payment of benefits for Retired Employees, and Purchasers will assume no Liabilities to provide any employee welfare benefits, or pay for any employee welfare benefit plans (or any other Benefit Plans) with respect to such Retired Employees.

**3.9. Collective Bargaining Agreements.** Schedule 5.1.19.D lists all material collective bargaining agreements with any labor union, Works Council or other representative of Current Employees (including material local agreements, amendments, supplements, letters and memoranda of understanding of any kind) (collectively, the "**Collective Bargaining Agreements**"). Except as required by applicable Laws, Purchasers are not obligated to assume any Collective Bargaining Agreements under this Agreement (including the Existing Tulsa Collective Bargaining Agreement). As and to the extent required by law, Purchasers will negotiate in good faith with the counterparties to the Collective Bargaining Agreements with respect to the status of all Hired Current Employees who were employed in accordance with a Collective Bargaining Agreement.

**3.10. Severance; Stay/Retention Bonuses.** Except in respect of Post-Closing Severance Obligations, Sellers retain all obligations and Liabilities relating to any claims for severance, termination (actual or constructive), change in control agreements, stay or retention bonuses or other payments or benefits of Current Employees deriving from Purchasers' purchase of the Business or the Purchased Assets. In the event that following the Closing any Seller is required to pay any stay or retention bonuses or make other payments or provide any benefits to any employees at one or more Carved-Out Locations to incentivize such employees to fulfill Seller's obligations under any Ancillary Agreement, such Seller shall bear the entire cost of any such payments, benefits or incentives, except as otherwise expressly agreed by Purchaser in connection with the Toll Manufacturing Agreement for the Shanghai, China Carved-Out Manufacturing Location.

**3.11. Cooperation.** Sellers and Purchasers will provide each other with such records and information as may be reasonably necessary, appropriate and permitted under applicable Law to carry out their obligations under this Article 3.

**3.12. No Third Party Rights.** No provision of this Agreement confers rights or remedies upon any person, including Current Employees, other than the Parties to this Agreement.

**3.13. PTO Obligations.** Subject to the related Purchase Price adjustment mechanism in Section 4.6.6, the Purchasers shall assume, and the Sellers shall have no obligation for, Assumed PTO Obligations

with respect to each Hired Current Employee. The Sellers shall retain Liability for PTO Obligations owed to each Current Employee or former employee who is not a Hired Current Employee.

**3.14. Workers' Compensation.** Seller's will retain responsibility for all Liabilities, for worker's compensation benefits related to injuries or illnesses to the extent incurred by U.S. Hired Current Employees prior to the Closing Date. Purchaser's will have responsibility for all Liabilities, for worker's compensation benefits related to injuries or illnesses to the extent incurred by U.S. Hired Current Employees following the Closing Date.

#### **4. PURCHASE PRICE:**

**4.1. Preliminary Purchase Price.** Subject to the terms and conditions of this Agreement, in consideration of the Sale, the aggregate purchase price for the Acquired Assets, Assumed Liabilities and Sale Securities shall be the amount of ~~Fifty~~Seventy-Five Million ~~Six Hundred Thousand~~ U.S. Dollars (U.S. ~~\$55,600,000.00~~75,000,000.00) ("**Preliminary Purchase Price**") subject to the escrow provisions set forth below in Sections 4.2 and 4.3 and to the adjustments which may occur by operation of the other provisions of this Section 4 below. The final aggregate, adjusted purchase price, as so determined, is referred to herein as the "**Purchase Price**".

**4.2. Deposit Amount.** Upon execution of this Agreement by the Parties and the issuance by the Bankruptcy Court of the Bidding Procedures Order, Purchaser will deliver to the Escrow Agent pursuant to the terms of the Deposit Escrow Agreement ONE MILLION U.S. Dollars (U.S. \$1,000,000) in immediately available funds (such amount, together with the interest accrued thereon prior to the Closing, the "**Deposit Amount**"), to be held by the Escrow Agent in an interest bearing account of the Escrow Agent to serve as an earnest money deposit under this Agreement, and to be released in accordance with the following procedures:

**4.2.1. Deposit Instructions.** The Escrow Agent shall deposit the Deposit Amount in an account of the Escrow Agent (and such amount shall be applied towards the payment of the Purchase Price);

**4.2.2. Violation of Agreement.** Upon any breach by a Purchaser of this Agreement which results in termination by Sellers of this Agreement pursuant to Section 9.1.3.B, the Escrow Agent shall deliver the Deposit Amount, in accordance with the terms of the Deposit Escrow Agreement, by wire transfer of immediately available funds, to an account designated by Delphi on behalf of the Sellers in the Deposit Escrow Agreement, to be retained by Sellers; and

**4.2.3. Other Reason.** Upon termination of this Agreement for any other reason, Delphi (on behalf of the Sellers) and Umicore (on behalf of the Purchasers) shall jointly instruct the Escrow Agent to deliver the Deposit Amount, by wire transfer of immediately available funds, to an account designated by Umicore on behalf of the Purchasers in the Deposit Escrow Agreement, to be retained by Purchasers.

**4.3. Escrow Amount.** At the Closing, and in accordance with the terms of a mutually acceptable escrow agreement (the "**Closing Escrow Agreement**"), Purchasers shall deliver to the Escrow Agent Seven Million U.S. Dollars (U.S. \$7,000,000) of the Purchase Price in immediately available funds (such amount, together with the interest accrued thereon prior to the Closing, the "**Escrow Amount**"), to be held by the Escrow Agent in an interest-bearing account of the Escrow Agent which shall serve as an escrow in case: (i) the Preliminary Purchase Price is reduced pursuant to adjustments following the Closing by the operation of Sections 4.6 and 4.7 below; or (ii) there are indemnification claims pursuant to Article

12 below, and which shall be released in accordance with the terms of the Closing Escrow Agreement, including:

A. Up to Five Million U.S. Dollars (U.S. \$5,000,000) shall be released following the conclusion of the post-Closing Purchase Price adjustment process established by the other provisions of this Article 4 below;

B. On each of the six (6) and twelve (12) month anniversaries of the Closing, U.S. \$750,000, net of any amounts to be held in reserve for pending indemnification claims as to which Sellers have received notice from Purchasers prior to such anniversary date, shall be released to Delphi on behalf of the Non-Filing Affiliates; and

C. On the eighteen (18) month anniversary of the Closing, all amounts remaining in escrow, net of any amounts held in reserve for pending indemnification Claims as to which Sellers have received notice from Purchasers prior to such anniversary date, shall be released to Delphi on behalf of the Non-Filing Affiliates.

In the event of a conflict between this Section 4.3 and the Closing Escrow Agreement, the terms of the Closing Escrow Agreement shall govern.

**4.4. Delivery of Purchase Price.** At Closing, and subject to the other terms and conditions of this Agreement: (i) Purchasers shall pay to Sellers an aggregate amount equal to the Preliminary Purchase Price as adjusted pursuant to Section 4.6 below, *less* the sum of: (a) the Deposit Amount; (b) the Escrow Amount; and (c) the amount of any Preliminary Purchase Price paid by the Purchaser of the Shanghai, China Acquired Assets to the Seller of the Shanghai, China Acquired Assets in local currency; and (ii) the Escrow Agent shall deliver the Deposit Amount, in accordance with the terms of the Deposit Escrow Agreement, by wire transfer in immediately available funds to Delphi on behalf of the Sellers to an account designated by Delphi.

**4.5. Pre-Closing Review of PGM Inventory Levels.** Not less than (6) Business Days prior to Closing, Sellers will produce and deliver to Purchasers a written statement, in form and substance reasonably satisfactory to the Purchasers (the "**Preliminary Closing PGM Inventory Statement**") summarizing the volumes by weight of the Owned PGMs (and also showing actual, verifiable cost for such Owned PGMs), Consigned PGMs and Restitution Commitments and PGM Leases and Borrowings, if any, as of end of the month preceding the expected Closing Date as updated to reflect any projections for the period until the anticipated Closing Date. The Preliminary Closing PGM Inventory Statement shall form the basis for the calculation of the Closing adjustments set forth in Sections 4.6.2 through 4.6.4 below.

**4.6. Adjustments to Purchase Price.** The Purchase Price shall be adjusted at Closing as set forth below in this Section 4.6. The Parties agree that any adjustments to the Purchase Price required pursuant to this Article 4 shall not be double counted in connection with any other adjustment to the Purchase Price under any other provisions of this Agreement.

**4.6.1. Net Working Capital.** Not less than six (6) Business Days prior to Closing, Sellers shall deliver to the Purchasers an estimate, calculated in accordance with the Net Working Capital Methodology and otherwise reasonably satisfactory to the Purchasers, of the Business' Net Working Capital as of the Closing (the "**Preliminary Closing Date Net Working Capital Calculation**") together with appropriate supporting documentation (e.g., a schedule of Trade Payables and Trade Receivables, etc.) necessary to support such calculation. At the Closing, if the Business' Net Working Capital as set forth in the Preliminary Closing Date Net Working Capital

Calculation is less than or greater than the Net Working Capital Target by more than U.S. \$500,000, then the Purchase Price shall be adjusted (on a dollar-for-dollar basis): (i) upward by the amount that the Business' Net Working Capital (calculated in accordance with the Net Working Capital Methodology) exceeds the Net Working Capital Target; or (ii) downward by the amount that the Business' Net Working Capital (calculated in accordance with the Net Working Capital Methodology) is less than the Net Working Capital Target. For purposes of clarification, and not limitation, the adjustment based on Net Working Capital set forth in this Section 4.6.1 is in addition to, without duplication of any of the elements of, the adjustment for changes in Owned PGMs set forth in Section 4.6.2.

**4.6.2. Adjustments for Changes in Owned PGMs:**

**4.6.2.1.** If and to the extent that the volume of Owned PGMs shown on the Preliminary Closing PGM Inventory Statement (the "**Preliminary Closing Owned PGMs**") fall short of the volume of the Owned PGM Volume Targets with respect to any particular PGM (with respect to such PGM, an "**Owned PGM Shortfall**"), the Preliminary Purchase Price shall be decreased by the dollar amount necessary for Purchasers to acquire sufficient volumes of such PGM to satisfy such Owned PGM Shortfall at market prices as of the Closing Date (calculated using the PGM Pricing Methodology as of the Closing Date).

**4.6.2.2.** If and to the extent the volume of the Preliminary Closing Owned PGMs exceeds the Owned PGM Volume Targets with respect to any particular PGM (with respect to such PGM, an "**Owned PGM Surplus**"), the Purchase Price shall be increased by the value of the Owned PGM Surplus (calculated using Delphi's actual cost verified by customer commitments for Owned PGM Surplus).

**4.6.2.3.** In the event of an Owned PGM Shortfall with respect to one or more PGMS as well as an Owned PGM Surplus with respect to one or more PGMs, the Purchase Price shall be adjusted, upward or downward by the net amount of such Owned PGM Surplus and Owned PGM Shortfall adjustments.

**4.6.2.4. (a)** Once the quantitative adjustments have been completed under Sections 4.6.2.1 through 4.6.2.3 above, then if and to the extent that the actual costs verified by customer commitments reflected on the Preliminary Closing PGM Inventory Statement with respect to any particular Owned PGM Target exceeds the PGM Target Value for such PGM, the Purchase Price shall be increased by the differential. If, on the other hand, the actual costs verified by customer commitments reflected in the Preliminary Closing PGM Inventory Statement in respect of any particular Owned PGM Target is less than the Owned PGM Target Value for such Owned PGM, the Purchase Price shall be reduced by the differential. Adjustments shall be made pursuant to this Section 4.6.2.4 only to the extent the actual costs verified by customer commitments referenced in the preceding two sentences can be reconciled to Contracts with customers of the Business.

**(b)** For any Owned PGM not covered by the proceeding paragraph, then if and to the extent that the verified actual costs reflected on the Preliminary Closing PGM Inventory Statement with respect to these Owned PGM exceeds the PGM Target Value for such Owned PGM, the Purchase Price shall be increased by the differential. If, on the other hand, the verified actual costs reflected in the Preliminary Closing PGM Inventory

Statement in respect to these Owned PGM is less than the Owned PGM Target Value for such Owned PGM, the Purchase Price shall be reduced by the differential.

The Parties agree that any adjustment to the Purchase Price required as a result of a change in volume of the Owned PGMs pursuant to the terms of this Section 4.6.2 shall not be double counted in connection with any adjustment to the Purchase Price under any other provision of this Agreement (e.g., under Section 4.6.1 in connection with Net Working Capital (calculated in accordance with the Net Working Capital Methodology) to the extent of any change in Inventory that resulted from a change in PGM Inventory).

Notwithstanding the foregoing, no adjustment shall be made to the Purchase Price pursuant to this Section 4.6.2 unless the adjustment (upwards or downwards) called for by this Section 4.6.2 is at least U.S. \$250,000 (and, if so, any adjustment shall be back to dollar one).

**4.6.3. Adjustment Related to Unfulfilled Restitution Commitments.** If and to the extent the calculation of the Business' Consigned PGMs and Restitution Commitments set forth on the Preliminary Closing PGM Inventory Statement (the "**Preliminary Restitution Commitments**") shows that as of the Closing Date there is a negative discrepancy between volumes of Consigned PGMs, on the one hand, and Restitution Commitments of the Business, on the other (e.g., the level of Consigned PGMs of the Business as of the Closing Date are insufficient to satisfy the outstanding Restitution Commitments as of such date), the Purchase Price shall be decreased by the amount necessary for Purchasers to acquire sufficient volumes of PGMs as needed to satisfy such uncovered Restitution Commitments at market prices as of the Closing Date (calculated using the PGM Pricing Methodology as of the Closing Date).

**4.6.4. Adjustments for PGM Leases or Borrowings.** If and to the extent that the PGM Leases or Borrowings calculation set forth on the Preliminary Closing PGM Inventory Statement indicates that the Business is subject to any PGM Leases or Borrowings as of the Closing Date, the PGM Leases or Borrowings shall be treated as Debt and the Purchase Price shall be reduced on a dollar-for-dollar basis by the amount of such PGM Leases or Borrowings at the Closing. For purposes of this Agreement: (i) the term "**PGM Leases or Borrowings**" means the total amount of all PGM Leases or Borrowings where a Seller has acted as lessee or borrower including any termination or similar type fees, costs and expenses, measured in U.S. Dollars (as opposed to weight); and (ii) the monetary amount of any PGM Lease or Borrowing shown on such statement shall be calculated using the PGM Pricing Methodology as of the Closing Date.

**4.6.5. Adjustments for Non-U.S. Pension and Benefit Liabilities.** Purchasers acknowledge and agree that, by operation of Law or by virtue of their acquisition of the Sale Securities, the Purchasers are required to assume certain Liabilities under certain non-U.S. Benefit Plans with the provisions of this Agreement (e.g., Sections 2.1.4 and 3.6). Notwithstanding such assumption of those Liabilities, however, it is agreed that the Purchase Price shall be adjusted downward at the Closing to reflect such assumption of Liabilities in accordance with the provisions of this Section 4.6.5. However, since the exact amount of such non-U.S. pension and benefit Liabilities has not yet been determined, the mechanism set forth on Schedule 4.6.5 is designed to allow the Parties to reach such an agreement and settle on an appropriate Purchase Price adjustment with respect to such matters.

**4.6.6. Adjustments for Assumed PTO Obligations.** No later than six (6) Business Days prior to the anticipated Closing, the Sellers shall deliver a calculation of the Assumed PTO Obligations calculated in accordance with the Assumed PTO Obligation Calculation Methodology



set forth in Schedule 4.6.6. The Purchase Price shall be adjusted downwards by an amount equal to the Assumed PTO Obligations.

**4.6.7. Adjustments for Sale Company.** The Purchase Price shall be adjusted upward or downward, as appropriate, at the Closing by an amount equal to the Sale Company Retained Liability Amount minus the amount of the Sale Company's cash and cash equivalents as of the Closing. For purposes of clarification, if the foregoing calculation results in a: (i) negative number, then the adjustment will be upwards (e.g., if the Sale Company's cash and cash equivalents exceed the Sale Company Retained Liability Amount); and (ii) positive number, then the adjustment will be downwards (e.g., if the Sale Company Retained Liability Amount exceeds the Sales Company's cash and cash equivalents). For purposes of this Agreement, the "**Sale Company Retained Liability Amount**" means that amount, which the parties agree in good faith approximates the dollar value of all Liabilities of the Sale Company that would be "Retained Liabilities" under this Agreement if the sale of the Sale Company was structured as an asset sale rather than a sale of the Sale Securities. The parties shall work together to agree upon the Sale Company Retained Liability Amount (including any portion of the Sale Company Retained Liability Amount attributable to Taxes that are accrued on the balance sheet of the Company but not yet due and payable net of any current Value Added Tax assets which amount shall be specified in the agreement between the parties with respect to the Sale Company Retained Liability Amount (the "**Sale Company Current Tax Amount**")) no later than six (6) Business Days prior to the anticipated Closing Date. Notwithstanding the foregoing, in no event shall the Sale Company Retained Liability Amount include any amounts that were the subject of an adjustment pursuant to Section 4.6.5. In addition, the amount of any deferred tax liabilities included in the Sale Company Retained Liability Amount shall be offset by the amount of any deferred tax assets of the Sale Company. For purposes of clarification, and not limitation, the Sellers make no representation or warranty regarding the size of the deferred tax asset of the Sale Company as of December 31, 2006.

**4.6.8. Capital Leases.** The Purchase Price shall be adjusted downward (other than for Capital Leases in which a Seller is the lessor) on a dollar-for-dollar by the total amount of the Liability under any Capital Leases assumed by the Purchasers as of the Closing.

**4.6.9. Adjustment for U.S. Employee-Related Credit.** No later than two (2) Business Days prior to Closing, the Parties will agree as to the estimated amount of a downward reduction in the Preliminary Purchase Price ("**U.S. Employee-Related Credit**"), calculated pursuant to Schedule 4.6.9 of this Agreement and using the list of salaried Current Employees of the U.S. Operations to whom Purchaser has made offers of employment that have been accepted to be effective on the Closing Date (to be provided to Sellers by Purchaser under Section 3.1 of this Agreement) or that are otherwise reasonably expected to become a Hired Current Employee; subject to reasonable confirmation by Sellers following Closing that each such employee has become a Hired Current Employee. The Purchase Price shall be adjusted downward at the Closing in the aggregate amount of the estimated U.S. Employee-Related Credit. Following Closing, Purchaser will provide Seller with reasonable evidence confirming that each employee upon whose hiring the U.S. Employee-Related Credit was based became a Hired Current Employee. The Closing Date Statement delivered pursuant to Section 4.7.1.2 shall include a calculation of the actual U.S. Employee-Related Credit and such calculation shall be included for all purposes in determining the adjustment, if any, that should be made to the Purchase Price (as adjusted at Closing) as a result of the Closing Date Statement. Any credit calculated under this Section 4.6.9 shall be allocated directly to a reduction in the purchase price allocated to the Filing Affiliates (other than DASHI) for purposes of Section 4.8 and Schedule 4.8.1.

**4.7. Post-Closing Purchase Price Adjustments.** The Purchase Price shall be adjusted following the Closing pursuant to, and in accordance with, the procedures set forth in this Section 4.7.

**4.7.1. General:**

**4.7.1.1.** Immediately following the Closing, Sellers and Purchasers will cooperate to conduct a joint physical inventory of the PGM Inventory (including substrates) and the volumes by weight of Owned PGMs, Consigned PGMs, Restitution Commitments and PGM Leases or Borrowings (the "**Closing PGM Inventory**") as of the Closing Date. Based on such physical review, the Sellers and Purchasers shall produce a report summarizing the results of such physical PGM Inventory with the details of the volumes by weight of the Owned PGMs, Consigned PGMs and Restitution Commitments and PGM Leases and Borrowings, if any, as of the Closing PGM Inventory date (the "**PGM Physical Inventory Report**"). Such physical inventory shall be conducted, and such PGM Physical Inventory Report shall be prepared, using the same procedures and appropriate methodologies as shown on Schedule 4.7.1.1 (including with respect to the timing set forth therein) provided that the Parties agree Schedule 4.7.1.1 is substantially complete but remains subject to further discussion and mutual refinement by the Parties. The Sellers and Purchasers shall mutually cooperate pre-Closing to prepare for the immediate post-Closing inventory. The PGM Physical Inventory Report shall form the basis for the calculation of the post-Closing adjustments 4.7.1.2 below. For clarity, it is understood that in respect of any physical inventory of the PGM Inventory called for by the terms of this Article 4 it shall not include a physical inventory of non-PGM Inventory (other than substrates) (e.g., fuel, spare parts, other consumables)

**4.7.1.2.** Promptly after the Closing Date (but in any event no later than ninety (90) days after the Closing Date) Purchasers will prepare and deliver to Sellers a draft written statement as of the Closing Date for the Business on a combined, stand-alone basis showing the: (v) levels of Net Working Capital calculated in accordance with the Net Working Capital Methodology; (w) in respect of the PGM Inventory, of Owned PGMs (including Owned PGM Volume Targets and actual costs verified by customer commitments for all Owned PGMs), Consigned PGMs, Restitution Commitments and PGM Leases or Borrowings of the Business as of the Closing Date; (x) the actual Assumed PTO Obligations; (y) the Sale Company Retained Liability Amount as of the Closing Date; and (z) the total amount of the Liabilities assumed by Purchasers under the Capital Leases as of the Closing Date (the "**Closing Date Statement**") and the adjustment, if any, that should be made to the Purchase Price (as adjusted at the Closing) as a result of the Closing Date Statement. Such statement shall be prepared on a consistent basis with Schedules 4.6.1, 4.6.6 and 4.7.1.1. The Closing Date Statement shall be audited/reviewed as appropriate by the Auditor of the Closing Date Statement pursuant to a scope of limited audit or review and fee estimate which shall be mutually agreeable to the Parties prior to the commencement of such audit/review. The Parties shall cooperate in requesting that the Auditor of the Closing Date Statement complete such audit as soon as practicable following receipt of Closing Date Statement with a target completion date of not more than forty-five (45) days thereafter. The expense of this audit/review shall be shared equally by the Parties. It is the intent of the Parties under this Section 4.7 that based on the information contained in the Closing Date Statement, the Parties shall derive the final Closing Date figures for Net Working Capital (calculated in accordance with the Net Working Capital Methodology), Assumed PTO Obligations and the volume of Owned PGMs (and the actual costs verified by customer commitments), Consigned PGMs,

Restitution Commitments and PGM Leases and Borrowing, which figures and volumes may trigger post-Closing adjustments to the Purchase Price under the terms of Section 4.8 below. The Purchasers shall grant Sellers and the auditors of the aforementioned items all necessary assistance and access to all relevant documents and Persons in order to audit and review the preparation of the Closing Date Statement.

**4.7.2. Objections by Sellers; Consequence of No Objections.** Within fifteen (15) days after receipt of the Closing Date Statement Sellers may notify Purchasers of an objection. Any objection by Sellers shall only be deemed effective if and to the extent that the objection specifies the item against which the objection is raised. If Sellers do not object within such fifteen (15) day period, the Closing Date Statement shall be deemed to be final and binding as against the Parties and accordingly shall constitute the "**Final Closing Date Statement**" for purposes of the post-Closing adjustments to be made to the Purchase Price under this Section 4.7.

**4.7.3. Negotiated Settlement of Objections.** If Sellers do object, Purchasers and Sellers shall meet or otherwise attempt in good faith to agree on the Closing Date Statement. If the Parties do so agree, then the Closing Date Statement shall be deemed final and binding on the parties and accordingly shall constitute the "**Final Closing Date Statement**" for purposes of the post-Closing adjustments to be made to the Purchase Price under the terms of this Sections 4.7.

**4.7.4. Arbitrated Settlement of Objections.** If Sellers and Purchasers cannot agree on the Closing Date Statement within fifteen (15) days after Sellers have objected against items therein, the points in dispute shall be referred to an independent auditor to be mutually agreed by the Parties prior to the Closing Date to act as an independent arbitrator (the "**Arbitrator**"). The Arbitrator shall be a nationally or regionally recognized firm that is neither (i) then providing financial audit services to any Purchaser or Seller nor (ii) Deloitte and Touche. The Arbitrator shall give Sellers and Purchasers adequate opportunity to present their arguments in writing and at a hearing or hearings (as the Arbitrator may decide) to be held in the presence of the Parties and their advisers (such arguments to be presented, and such hearing or hearings to be held, within thirty (30) days of the Arbitrator's appointment).

If and to the extent that the Arbitrator determines that objections by Sellers that could not be resolved by agreement between Purchasers and Sellers are justified, the Arbitrator shall amend the Closing Date Statement to assure that the Closing Date Statement has been prepared in a manner consistent with the provisions of this Article 4; provided, however, that the Arbitrator shall be bound by those items upon which Sellers and Purchasers have agreed, and further provided that with respect to each particular item the Arbitrator shall not exceed the range of dispute between Sellers and Purchasers. The Arbitrator shall give a written decision addressing all such disputed issues. The Closing Date Statement reflecting any adjustments made as a result of the Arbitrator's decisions shall be deemed final and binding on the Parties and, accordingly, shall constitute the "**Final Closing Date Statement**" for purposes of the post-Closing adjustments to the Purchase Price to be made under the terms of this Section 4.7. The Arbitrator shall render its decision no later than sixty (60) days from the date of its appointment. The costs associated with the Arbitrator shall be shared equally by the Parties.

**4.7.5. Payment Mechanics for Post-Closing Purchase Price Adjustments Generally.** Within three (3) Business Days following the date on which the Final Closing Date Statement is settled in accordance with the preceding provisions of this Section 4.7, final adjustments to the Purchase Price (as adjusted at Closing) and any further payments shall be made as follows.

**A.** To the extent the aggregate or net amount of any such adjustments increases the Preliminary Purchase Price paid to Sellers at the Closing: (i) the Closing Escrow Agreement shall provide that the Escrow Agent shall release \$5,000,000 of the Escrow Amount; plus (ii) Purchasers shall pay any additional amount needed to cover the balance of such increase in Purchase Price; in each case to Delphi on behalf of all the Sellers by wire transfer in immediately available funds (in U.S. Dollars) to the account designated by Delphi.

**B.** To the extent any such adjustments decrease the Preliminary Purchase Price paid to Sellers at the Closing, the Closing Escrow Agreement shall provide that the Escrow Agent shall promptly pay up to \$5,000,000 of the amount of such decrease to Umicore by wire transfer in immediately available funds to the account designated by Umicore on behalf of the Purchasers; provided, however, that, if the decrease is less than \$5,000,000, an amount equal to the difference between \$5,000,000 and the amount of such decrease shall be similarly disbursed to an account designated by Delphi on behalf of the Sellers.

**C.** To the extent the aggregate amount of any such decrease in the Purchase Price as a result of the adjustments is greater than \$5,000,000, Sellers shall promptly pay the amount by which such decrease exceeds \$5,000,000 to Purchasers by wire transfer in immediately available funds in U.S. Dollars to the account designated by Umicore on behalf of the Purchasers.

#### **4.8. Allocation of Purchase Price:**

**4.8.1.** The Parties agree to allocate the Purchase Price (as adjusted pursuant to this Article 4) among the Purchased Assets and the agreements provided herein for transfer of the Business to Purchasers, for all purposes (including financial, accounting and tax purposes) (the "**Allocation**") in a manner consistent with the Allocation Schedule attached hereto as Schedule 4.8.1.

**4.8.2.** Purchasers and Sellers shall each report the federal, state, local and foreign income and other Tax consequences of the purchase and sale contemplated hereby in a manner consistent with the Allocation, and neither will take any position inconsistent with the Allocation unless otherwise required under applicable Law. Sellers shall provide Purchasers and Purchasers shall provide Sellers with a copy of any information required to be furnished either to the Secretary of the Treasury under Internal Revenue Code Section 1060, including Internal Revenue Service Form 8594 and any attachments or schedules relating thereto, or to any other relevant Tax authority in a non-U.S. jurisdiction.

**4.8.3.** Any adjustments to the Purchase Price made in accordance with the foregoing provisions of this Section 4 shall be treated for income tax purposes as an adjustment to the Purchase Price and allocated in a mutually acceptable manner.

#### **5. REPRESENTATIONS AND WARRANTIES:**

**5.1. Warranties of Delphi and each Seller.** (i) Each Seller that is a Non-Filing Affiliate, severally represents with respect solely to such Seller; and (ii) Delphi and each Seller that is a Filing Affiliate, jointly and severally represent with respect to each such Filing Affiliate as well as the Sale Company, to Purchasers as follows:

**5.1.1. Organization and Good Standing.** Each Seller and the Sale Company is a legal entity duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization, and has all requisite corporate or other organizational power and, subject to any required Bankruptcy Court approval, authority to own, lease and operate its properties and assets and to carry on the Business as presently conducted, and is in good standing in all jurisdictions where it owns or leases real property or maintains stocks of business inventories relating to the Business or otherwise conducts the Business, except where the failure so to qualify or to be so licensed would not have a Material Adverse Effect.

**5.1.2. Corporate Power; Due Authorization.** Subject to Bankruptcy Court approval, each Seller has the corporate or other organizational power and authority to execute and deliver this Agreement and the Ancillary Agreements, including the Transfer Documents, to which such Seller is a party, and to perform its obligations hereunder and thereunder, and to consummate the transactions contemplated herein and therein. Subject to Bankruptcy Court approval, the execution, delivery and performance of this Agreement and the Ancillary Agreements to which such Seller is a party, including the Transfer Documents by each of the Sellers party thereto and the consummation by each of the Sellers of the contemplated transactions have been duly authorized by all necessary action on the part of each Seller. Subject to the entry and effectiveness of the Bidding Procedures Order and the Sale Approval Order, this Agreement has been duly and validly executed and delivered by or on behalf of each of the Sellers and (assuming this Agreement constitutes a valid and binding obligation of Purchasers) constitutes a legal, valid and binding agreement of Sellers, enforceable against Sellers in accordance with its terms, and the Ancillary Agreements, including the Transfer Documents will be, when executed and delivered by the applicable Sellers who are parties thereto, the legal, valid and binding obligations of the Sellers parties thereto, enforceable against the Sellers parties thereto in accordance with their respective terms, in each case subject to applicable bankruptcy, reorganization, insolvency, moratorium and other Laws affecting creditors' rights generally from time to time in effect and to general equitable principles.

**5.1.3. No Violations.** Except as set forth on Schedule 5.1.3, no consent, approval, authorization of, declaration, filing or registration with any Governmental Entity is required to be made or obtained by any of the Sellers in connection with the execution, delivery and performance of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated by this Agreement and the Ancillary Agreements, except for: (i) consents, approvals, authorizations of, declarations or filings with, the Bankruptcy Court; and (ii) the filing of required notifications with Antitrust Authorities under applicable foreign Antitrust Laws and the receipt of any necessary approvals thereunder. The items referred to in clauses (i) and (ii) of this Section 5.1.3 are hereinafter referred to as the "**Governmental Requirements.**"

**5.1.4. Sufficiency of Acquired Assets.** The Acquired Assets and the assets of the Sale Company comprise all of the assets Used in Connection with the Business, except for the Excluded Assets.

**5.1.5. Personal Property; Condition of Personal Property:**

**A. Title to Personal Property.** Except for the Personal Property leases and other Personal Property referred to in Schedule 5.1.5.A, each relevant Asset Seller has good, valid and marketable title to the Personal Property and Inventory included in the Acquired Assets, and the Sale Company has good, valid and marketable title to the

Personal Property and Inventory Used in Connection with the Business by the Sale Company, in each case free and clear of any Liens, except Permitted Liens.

**B. Condition of Personal Property.** The Personal Property included in the Acquired Assets of each Asset Seller and of the Sale Company are in good condition or repair reasonably suitable and adequate for its present and intended use, reasonable wear and tear and routine maintenance excepted.

**C. Inventory.** The Inventory included in the Acquired Assets or of the Sale Company will, as of the Closing, be located at the Listed Real Property, or at such other locations as are identified on Schedule 5.1.5.C and will be fit for the purpose for which it is ordinarily acquired, and, in the case of finished goods Inventory, merchantable in the Ordinary Course of Business in all material respects.

**D. Machinery, Equipment and Tools.** Schedule 5.1.5.D sets forth a true and correct list of all machinery, equipment and capitalized tools with an acquisition value greater than U.S. \$25,000, which are included in the Acquired Assets or owned by the Sale Company, or located at a Carved-Out Manufacturing Location, and in any case, Used in Connection with the Business.

**5.1.6. Litigation.** (i) Except for Claims raised in connection with the pendency of the Bankruptcy Cases and any Claims referred to in Schedule 5.1.6, there is no suit, action, proceeding or investigation (whether at law or equity, before or by any Governmental Entity, or before any arbitrator) pending or, to any of the Sellers' Knowledge, threatened against or affecting any Seller or the Sale Company, the outcome of which would have, individually or in the aggregate, a Material Adverse Effect, nor is there any Order outstanding against any Seller or the Sale Company that would have a Material Adverse Effect, nor is there any suit, action, proceeding or investigation pending or, to any Sellers' Knowledge, threatened that challenges or seeks to enjoin, alter or delay the Sale; and (ii) assuming the entry and effectiveness of the Bidding Procedures Order and the Sale Approval Order, no Purchaser (or any of its respective Affiliates) shall be subject to Claims, litigation or Liabilities in connection with the consummation of the sale of the Acquired Assets and Sale Securities. For purposes of clarification, the phrase "consummation of the Sale of the Acquired Asset and Sale Securities" relates to the transactions contemplated by this Agreement and not to the Purchaser's post-closing operation of the Business.

**5.1.7. Intellectual Property Assets:**

**A. Schedule 5.1.7.A.1** sets forth a true and complete list, including a complete identification of each patent, trademark registration, copyright registration and application therefor included in the Owned Intellectual Property. Schedule 5.1.7.A.2 sets forth a true and complete list of all Licensed Intellectual Property; in each case included in the Acquired Assets or, in respect of the Sale Company, Used in Connection with Business. Schedule 5.1.7.A.3 sets forth a true and complete list, in all material respects, of all Software that is part of the Purchased Intellectual Property included in the Acquired Assets or in respect of the Sale Company, Used in Connection with the Business. None of such Software contains any open source or copy left code. The Purchased Intellectual Property constitutes all of the intellectual property Used in Connection with the Business as currently conducted, except for the Excluded Intellectual Property. As of the date of this Agreement, there are no impediments to the ability of any Seller to maintain in effect or renew their respective rights, in all material respects, in and to the Purchased Intellectual

Property. Sellers have taken commercially reasonable efforts to protect and maintain the confidentiality of the Trade Secrets and Know-How included in the Purchased Intellectual Property. There are no impediments to the ability of any Seller under applicable Law to grant to Purchasers all material rights to the Purchased Intellectual Property that are contemplated in this Agreement. Upon consummation of the transactions contemplated by this Agreement, Purchasers shall have the same rights in and to the Purchased Intellectual Property that Sellers had prior to the Closing.

**B.** As of the date of this Agreement, Sellers are conducting the Business in a manner that does not, and the Products and services of the Business do not, infringe, misappropriate or violate the Intellectual Property right of another Person, which violation would reasonably be expected to result in a material Claim or loss.

**C.** No Seller has granted any material license, sub-license or other permission to use the Owned Intellectual Property or the Licensed Intellectual Property to any third party, except as set forth on Schedule 5.1.7.C.

**D.** Except as referred to in Schedule 5.1.7.D, Sellers have no Knowledge of any material Claim pending or threatened by any third party against any Seller or its Affiliates of Intellectual Property infringement or misappropriation resulting from the operation of the Business or the ownership or use by Sellers of the Purchased Intellectual Property during the two (2) years prior to the date on which the Bidding Procedures Order is issued by the Bankruptcy Court.

**E.** Subject to Section 8.15, all Owned Intellectual Property is owned solely and exclusively by or on behalf of the applicable Asset Seller or the Sale Company, as the case may be, free and clear of any Liens thereon, other than Permitted Liens.

**F.** Except as set forth in Schedule 5.1.7.F to the Knowledge of the Sellers, no third party is infringing, misappropriating, or violating any of the Purchased Intellectual Property.

**G.** Neither the execution, delivery, or performance of this Agreement (or any of the Ancillary Agreements) nor the consummation of any of the transactions contemplated by this Agreement (or any of the Ancillary Agreements) will result in, or give any other Person the right or option to cause or declare, an impairment to the Purchased Intellectual Property or cause the release or distribution of any Purchased Intellectual Property to any third party.

**5.1.8. Insurance.** Schedule 5.1.8 contains a complete and correct list, in all material respects, of all material policies of insurance covering any of the assets primarily used in or relating to the Business, other than Excluded Assets, and any Seller Benefit Plans related to Current Employees indicating for each policy the carrier, risks insured, the amounts of coverage, deductible, expiration date and any material pending claims thereunder. All such policies are outstanding and in full force and effect.

**5.1.9. Compliance with Other Instruments and Laws; Permits.** Except as provided in Schedule 5.1.9, the Business is in compliance with all Laws applicable to the conduct of the Business and all Permits, except where the failure to be in compliance would not have a Material Adverse Effect. All Permits that are necessary for the conduct of the Business and the ownership

and operation of the Acquired Assets or the assets of the Sale Company have been duly obtained, and, except as indicated on Schedule 5.1.9, are in full force and effect, and there are no proceedings pending or, to Sellers' Knowledge, threatened, which may result in the revocation, cancellation or suspension, or any materially adverse modification, of any such Permit, except in each case as would not, individually or in the aggregate, result in a Material Adverse Effect. The execution, delivery and performance of, and compliance with, this Agreement and the Ancillary Agreements by Sellers will not result in any such violation or be in conflict with or constitute a default under any Permit.

**5.1.10. Brokers.** Sellers have employed no finder, broker, agent or other intermediary in connection with the negotiation or consummation of this Agreement or any of the transactions contemplated hereby for which any Purchaser would be liable.

**5.1.11. Consents and Approvals.** Subject to entry and effectiveness of the Bidding Procedures Order and the Sale Approval Order, assuming that the Governmental Requirements will be satisfied, made or obtained and will remain in full force and effect, and upon receipt of the consents, approvals and authorizations listed in Schedule 5.1.11, neither the execution, delivery or performance of this Agreement and the Ancillary Agreements by the Sellers parties thereto, nor the consummation by any Seller of the Sale, nor compliance by any Seller with any of the provisions hereof and of the Ancillary Agreements, will: (i) result in any breach of any provisions of the articles of incorporation or bylaws or similar organizational documents of any Seller or the Sale Company; (ii) result in a violation, or breach of, or constitute (with or without due notice or lapse of time) a default (or give rise to any right of termination, cancellation, amendment, vesting, payment, exercise, acceleration, suspension or revocation) under any of the terms, conditions or provisions of any note, bond, mortgage, deed of trust, security interest, indenture, loan or credit agreement, license, permit, contract, lease, agreement, plan or other instrument, commitment or obligation to which any Seller or the Sale Company is a party or by which such entity's properties or assets may be bound or affected; (iii) violate any order, writ, governmental authorization, injunction, decree, statute, rule or regulation applicable to any Seller or the Sale Company or to any properties or assets of any such entity; or (iv) result in the creation or imposition of any Lien other than Permitted Encumbrances on any asset of a Seller or the Sale Company, except in the case of clauses (ii), (iii) and (iv) above, for violations, breaches, defaults, terminations, cancellations, accelerations, creations, impositions, suspensions or revocations that are excused by or unenforceable as a result of the filing of the Bankruptcy Cases or the applicability of any provision of or any applicable law of the Bankruptcy Code.

**5.1.12. January~~July~~ (6+6) Projections.**~~The January~~ As set forth on Schedule 5.1.12, the July Projections represent the reasonable, good faith estimates of the Seller. To the Knowledge of the Seller, the ~~January~~July Projections are not materially inaccurate (e.g., meaning inaccurate with respect to projections of contribution margin by a factor greater than Three Million Dollars (U.S. \$3,000,000)). The foregoing is not a guarantee of the ~~January~~July Projections.

**5.1.13. Events Subsequent to January~~July~~ Projections.** Except as set forth on ~~Schedule 5.1.13~~5.1.12 since the date of the ~~January~~July Projections or in the ~~January~~July Projections: (i) there has not been any event which had or could reasonably be expected to have a Material Adverse Effect; and (ii) the Business has been conducted and carried on only in the Ordinary Course of Business.



**5.1.14. Contracts:**

**A.** Schedule 5.1.14.A lists all Contracts included in the Acquired Assets or to which the Sale Company is a party and that are used in or related to the Business, and: (i) which involve payment or performance obligations that individually exceed \$250,000; (ii) are material agreements to which Sellers or any of their Affiliates is a party or by which any of them or any of their properties is bound that primarily relate to the Business (including license and distribution agreements and arrangements among any such Sellers, Affiliates and intra-divisional facilities or third parties), other than Accounts Receivable; (iii) are PGM leases to which the Sale Company is a party or to which a Seller is a party and that are used in or related to the Business; and (iv) are joint venture, stockholder and partnership agreements to which the Sale Company is a party or to which a Seller is a party and that are Used in Connection with the Business; and (v) all Capital Leases (all Contracts required to be listed on Schedule 5.1.4.A hereafter referred to as the "**Listed Contracts**"). Sellers have delivered or made available to Purchasers either: (i) true, correct and complete copies in all material respects; or (ii) accurate written descriptions in all material respects, of the Listed Contracts.

**B.** Each of the Listed Contracts is valid, binding and, subject to payment of all Cure Amounts payable to effectuate, pursuant to the Bankruptcy Code, the assumption and assignment to Purchasers of such Listed Contracts under the Sale Approval Order, if applicable, enforceable against the applicable Seller, to the extent set forth therein, and, to Sellers' Knowledge, the other parties thereto, in accordance with its terms, and is in full force and effect. Except as set forth on Schedule 5.1.14.B, and other than with respect to monetary defaults by Sellers under Listed Contracts that are curable by payment by Sellers of all Cure Amounts, if applicable, the applicable Seller, and to Sellers' Knowledge each of the other parties thereto, has performed all obligations required to be performed by it to date under, and is not in default in respect of, any of such Listed Contracts, and there is not a default (except with respect to defaults that need not be cured under Section 365 of the Bankruptcy Code for Sellers to assume and assign such Material Contracts to Purchaser, if applicable) thereunder or claim of default and there has not occurred any event which, with the passage of time or the giving of notice or both, would constitute a default thereunder, whether on the part of the applicable Seller or any of its Affiliates, or to Sellers' Knowledge, on the part of any other party thereto; in each case, other than where the failure to perform or such default would not have a material impact in respect of the individual Listed Contract or where such failures to perform or defaults would not, in respect of all of such Listed Contracts, measured in the aggregate, reasonably be expected to have a Material Adverse Effect. Except as set forth in Schedule 5.1.14.B, and other than with respect to monetary defaults by Sellers under Listed Contracts that are curable by payment by Sellers of all Cure Amounts payable to effectuate, pursuant to the Bankruptcy Code, the assumption and assignment to Purchasers of such Listed Contracts under the Sale Approval Order, if applicable, to Sellers' Knowledge, Sellers have received no claim or notice from any other party to any such Listed Contract that any Delphi Affiliate has breached any obligations to be performed by it thereunder, or is otherwise in default or delinquent in performance thereunder, where the consequence of such breach or default would be reasonably expected to have a Material Adverse Effect. Schedule 5.1.14.B identifies all Post-Petition Contracts included within the Listed Contracts other than open purchase orders or other Contracts that do not meet the requirements of Listed Contracts and which were entered into in the Ordinary Course of Business. Except as set forth on Schedule 5.1.14.B, none of the Post-Petition Contracts included within the Listed

Contracts contains any provisions restricting its assumption and assignment to Purchasers pursuant to the terms of this Agreement.

**5.1.15. Regulatory Matters.** Except as set forth in Schedule 5.1.15, or to the extent not material to the operation of the Business or the manufacture or sale of the Product, no Seller is required to file or otherwise provide reports or data, other information or applications with respect to the Products with any federal, state or local governmental authorities with jurisdiction over the manufacture, use or sale of such Products, and no material regulatory approvals are required with respect to the manufacture or sale of such Products.

**5.1.16. Real Property:**

**A. Generally.** Schedule 5.1.16.A lists all Real Property included in the Acquired Assets or that is owned, used or occupied by the Sale Company, is Used in Connection with the Business and which will be transferred to or leased by a Purchaser pursuant to this Agreement or any Ancillary Agreements (the "**Listed Real Property**"). Except as set forth on Schedule 5.1.16.A, all buildings, structures and other improvements to the Listed Real Property (the "**Improvements**") are in good condition and repair, adequate to operate such facilities as currently used and in compliance with all applicable Laws. Except for those matters to be covered by the Transition Services Agreement in accordance with Section 7.2.6, all utilities and other similar systems serving the Listed Real Property and the Improvements are installed and operating and are sufficient to enable the Listed Real Property and the Improvements to be used and operated in the manner currently being used and operated. The use of the Listed Real Property used for manufacturing activities as currently used is a permitted use by right in the applicable zoning classification and is not a nonconforming use or a conditioned use, and no variances are needed and none have been granted with respect to such Real Property. There are currently in full force and effect duly issued certificates of occupancy permitting the Listed Real Property to be legally used and occupied as the same are currently constituted. The Listed Real Property has rights of access to dedicated public highways. To Sellers' Knowledge, no fact or condition exists that would prohibit or adversely affect the ordinary rights of access to and from the Listed Real Property from and to the existing highways and roads, and there is no pending or, to Sellers' Knowledge, threatened restriction or denial, governmental or otherwise, upon such ingress and egress. No Seller has received notice of: (a) any claim of adverse possession or prescriptive rights involving or affecting any Listed Real Property; (b) any structure located on any Listed Real Property that encroaches on or over the boundaries of neighboring or adjacent properties; or (c) any structure of any other person or entity that encroaches on or over the boundaries of any Listed Real Property. None of the Listed Real Property is located in a flood plain, flood hazard area, wetland or lakeshore erosion area within the meaning of any Law or order.

**B. Marketable Title.** Except as set forth on Schedule 5.1.16.B, the applicable Seller has good and marketable fee title or equivalent title rights in non-U.S. jurisdictions or leasehold title (as applicable) to all of the Listed Real Property free and clear of all Liens except for Permitted Encumbrances. None of the Listed Real Property is subject to any material restrictions with respect to the transferability or divisibility thereof. At the Closing, Sellers will convey to Purchasers good and marketable fee title or leasehold title (or local equivalent, as applicable) to all of the Listed Real Property, free and clear of all Liens other than the Permitted Encumbrances.

**C. No Condemnation, Expropriation or Similar Action.** Neither the whole nor any portion of the Real Property included in the Acquired Assets is subject to any order to be sold and Sellers have received no notice, and have no Knowledge, that any of such Real Property is being condemned, expropriated or otherwise taken by any Governmental Entity with or without payment of compensation therefore and to the Sellers' Knowledge no such condemnation, expropriation or taking has been planned, scheduled or proposed.

**5.1.17. Tax Matters:**

**A.** The Sellers and the Sale Company have: (i) duly and timely filed with the appropriate federal, state, local and foreign authorities or governmental agencies, all Tax Returns required to be filed with respect to the Business and, when filed, each such Tax Return was true, correct and complete; (ii) timely paid all Taxes shown thereon as due and owing; and (iii) timely paid all other Taxes due with respect to the Business except where the failure to pay any such Taxes would not in the aggregate have a Material Adverse Effect on the financial condition of the Business.

**B.** The Sellers and the Sale Company have withheld all Taxes required to have been withheld in connection with amounts paid or owing to any employee working within the Business and have timely paid all withholding and other employment and payroll Taxes to the appropriate federal, state, local and foreign authorities or governmental agencies, except where the failure to file or to pay such taxes would not in the aggregate have a Material Adverse Effect.

**C.** Neither any Seller nor the Sale Company is a party to any Tax allocation, Tax sharing agreement or Tax indemnity arrangement, except as provided in this Agreement, under which a Purchaser could be subject to Tax or other Liability after the Closing, and the Sale Company is not liable for the Taxes of any other person or entity.

**D.** Except as disclosed in Schedule 5.1.17.D, no claim has ever been made by an authority in a jurisdiction in which the Sale Company does not file Tax Returns that it is or may be subject to taxation by that jurisdiction or authority with respect to, in connection with, associated with or related to, the Sale Company; no agreements or waivers are outstanding extending the statutory period of limitations applicable to any Tax Return of the Sale Company; and the Sale Company has not received any: (i) notice of underpayment of Taxes or other deficiency that has not been paid with respect to, in connection with, associated with or related to, the Sale Company; or (ii) any objection to any Tax Return, with respect to, in connection with, associated with or related to, the Sale Company that would have a Material Adverse Effect on the Business. Except as disclosed in Schedule 5.1.17.D, all deficiencies asserted or assessments made as a result of any examinations with respect to, in connection with, associated with or related to, the Sale Company have been fully paid or are fully reflected as a Liability in the financial statements of the Sale Company or the Sellers.

**E.** The Sale Company is not a party to any agreement, contract arrangement or plan that has resulted or would result, separately or in the aggregate, in the payment of any excess parachute payments within the meaning of IRC Code Section 280G.

**F.** There are no tax liens imposed upon the Sale Company or any of the Purchased Assets, except in the case of Filing Affiliate Taxes the payment of which may have been prohibited by the Bankruptcy Code.

**G.** No transaction contemplated by this Agreement is subject to withholding tax under Section 1445 of the Code. For purposes of disclosure only, to the Sellers' Knowledge Schedule 5.1.17.G, sets forth all sales Taxes, use Taxes, value added Taxes, stamp Taxes, excise Taxes, real estate transfer Taxes, withholding Taxes or other similar Taxes that might be imposed on the transfer of the Purchased Assets pursuant to this Agreement.

**H.** None of the Purchased Assets is properly treated as owned by persons other than the relevant Seller for income Tax purposes, and none of the Purchased Assets is "tax-exempt use property" within the meaning of Section 168(h) of the Code.

**I.** Neither the Sale Company nor any Seller with respect to the Business has participated in or cooperated with an international boycott within the meaning of Section 999 of the Code, nor have they had operations that are or may be reportable under Section 999 of the Code.

**J.** All transactions and dealings between or among the Sale Company and any persons or entities related directly or indirectly to the Sale Company have occurred on arm's-length terms, as if between and among unrelated parties. The Sale Company has complied in all material respects with any and all tax-related requirements that the arm's-length nature of the terms of such transactions and dealings be documented.

**K.** Except as attached to Schedule 5.1.17.K regarding the Sale Company, there are no Tax rulings, request for rulings or closing agreements to which any Seller or the Sale Company is a party which relates or is applicable to the Business, the Acquired Assets or the Sale Company that could affect the Purchasers' Liability for Taxes for any period after the Closing Date. During the period which Sellers owned the Sale Company, no Seller nor the Sale Company has taken any action not in accordance with past practice and not in the Ordinary Course of Business that would have the effect of deferring any Tax Liability for the Sale Company from any Taxable Period ending on or before the Closing Date to any taxable period ending after the Closing Date.

**L.** The Sale Company has not been either a "distributing corporation" or a "controlled corporation" in a distribution of stock intended to qualify for tax-free treatment under Section 355 of the Code: (i) in the two (2) years prior to the date of this Agreement; or (ii) which otherwise could constitute part of a "plan" or "series of related transactions" (within the meaning of Section 355(e) of the Code) in conjunction with the transactions contemplated by this Agreement.

**M.** The Sale Company is not a "passive foreign investment company" within the meaning of Section 1297(a) of the Code.

**5.1.18. Capitalization of the Sale Company and Related Matters:**

**A.** The Sale Securities are owned by DASHI as set forth on Schedule 5.1.18 to this Agreement. The Sale Securities are duly authorized, validly issued, fully paid and

non-assessable (in those jurisdictions in which such concepts are applicable) and are not subject to any preemptive rights. There are no voting trust agreements or other contracts, agreements or arrangements, to which DASHI is a party, restricting voting or dividend rights or transferability with respect to the Sale Securities.

**B.** There is no outstanding security, right, subscription, warrant, option, privilege or other agreement, commitment or contract, preemptive, contractual or otherwise that gives the right to: (i) purchase or otherwise receive or be issued any share capital of the Sale Company or any security of any kind convertible into or exchangeable or exercisable for any share capital of the Sale Company; or (ii) receive or exercise any benefits or rights similar to any rights enjoyed by or accruing to a holder of share capital of the Sale Company, including any rights to participate in the equity or income of the Sale Company, or to participate in or direct the election of any directors of the Sale Company or the manner in which any share capital of the Sale Company are voted.

**C.** DASHI owns and has good and valid title to the relevant Sale Securities free and clear of all Liens other than Permitted Liens of the type described in clause (iv) of the definition of Permitted Lien.

**5.1.19. Employee Issues:**

**A. Current Employees.** Schedule 5.1.19.A contains a true and complete list of all Current Employees, and the information included on such Schedule as required by Section 3.1 above with respect to each such employee is true and complete.

**B. Sellers' Performance.** Each Seller (as applicable) has performed and discharged, in all material respects, its obligations with respect to all of the Current Employees and U.S. Corporate Employees, including working time, payment of wages and salaries, employer's contributions to any relevant social security, health, welfare and occupational pension scheme and payment of all other costs and expenses relating to the employment of such employees (any taxation, accrued bonus or other sums payable with respect to employment) or Retired Employees up to and including the Closing Date, except as otherwise set forth on Schedule 5.1.19.B.

**C. Benefit Plans.** Schedule 5.1.19.C lists all Benefit Plans in which the Current Employees or Retired Employees participate. Except as set forth on Schedule 5.1.19.C, none of the Sellers nor the Sale Company maintains or has any obligation to contribute or provide benefits pursuant to an employee benefit plan applicable to any of the Current Employees, other than an obligation to contribute to a government required and/or collectively bargained program in accordance with applicable Laws or a Collective Bargaining Agreement.

(i) **Delivery of Documents.** Sellers have given access or delivered to Purchasers true, correct and complete copies of the following information with respect to each of the Benefit Plans: (a) the written plan document, if any, including all amendments thereto; (b) if there is not a written plan document, a written summary of the material terms and conditions of such Benefit Plan; and (c) if the Benefit Plan is funded through insurance or a trust, insurance or any third party funding vehicle, the insurance policy or contract of the trust or other funding agreement and the latest financial statements thereof. Seller has provided

Purchasers with true and correct copies of any announcement to Current Employees regarding changes to any Benefit Plan not reflected in the applicable Benefit Plan documentation.

(ii) **Compliance.** Except as may be set forth in Schedule 5.1.19.C(ii): (a) with respect to each such Benefit Plan, all material reports and information relating to the Benefit Plan required to be filed with any Governmental Entity or provided to participants or their beneficiaries have been timely filed or disclosed and, when filed or disclosed, were true, correct and complete in all material respects, and all records related to such Benefit Plan have been accurately maintained in all material respects; (b) each Benefit Plan is and has been operated and maintained in compliance with all applicable Laws and in accordance with the provisions of such plan in all material respects; and (c) to the extent that any Benefit Plan provides for benefits which, under applicable Laws, must be reserved on the balance sheet of a Seller or the Sale Company or for which funds must be set aside or reserved, such reserves or funds for each such Benefit Plan meet the requirements under all applicable Laws or under the generally accepted accounting principles of the relevant jurisdiction. No Benefit Plan is a multiemployer plan within the meaning of Section 4001(a)(3) of ERISA, nor has any Seller nor the Sale Company, or other element of the Business made, or been obligated to make, contributions to any multiemployer plan, either directly or as an ERISA Affiliate.

(iii) **No Triggering of Obligations.** Except for as set forth on Schedule 5.1.19.C(iii), the consummation of the transactions contemplated hereby will not: (a) entitle any current or former employee, director or independent contractor to severance pay, unemployment compensation or any other payment, except as expressly provided in this Agreement; or (b) accelerate the time of payment or vesting or increase the amount of compensation due to any current or former employee, director or independent contractor.

(iv) **Funding of Benefit Plans.** Except as set forth in Schedule 5.1.19.C(iv): (a) all contributions required to be made to a Benefit Plan by any plan document, any contractual undertaking or Laws, and all premiums due or payable with respect to any insurance policy funding any Benefit Plan and any required accumulated book reserves (e.g., pension accruals) have been made timely or paid in full; and (b) there exists no "accumulated funding deficiency" as defined in Section 302(a)(2) of ERISA or Section 412 of the Code, whether or not waived, and no "unfunded current liability" as determined under Section 412(l) of the Code exists with respect to any Benefit Plan. Sellers have provided Purchasers with true and correct copies of the most recent actuarial valuations of any Benefit Plan.

**D. Collective Bargaining Agreements.** Schedule 5.1.19.D lists all Collective Bargaining Agreements. Sellers have given access or delivered to Purchasers true, correct and complete copies of each of the Collective Bargaining Agreements. Except for the Collective Bargaining Agreements, and except as disclosed on Schedule 5.1.19.D, neither any Seller nor any of its Affiliates has entered into any material written employment or consulting agreements that are obligations of the Business. Sellers are in compliance in all material respects with each Collective Bargaining Agreement.

**E. Grievance, Labor Negotiations.** Except as disclosed on Schedule 5.1.19.E, or as reflected in the Collective Bargaining Agreements, with respect to the Business: (i) there is no labor strike, dispute, slowdown or stoppage relating to any of the employees actually pending or, to Sellers' Knowledge, threatened against or involving any Seller or the Sale Company relating to any of the Current Employees; (ii) neither any Seller nor the Sale Company has in the past three (3) years experienced any work stoppage or other labor difficulty or organizational activity relating to any of the Current Employees; (iii) no material labor grievance relating to any of the Current Employees is pending as of the date of Schedule 5.1.19.E; and (iv) neither any Seller nor any Affiliate has any labor negotiations in process with any labor union works council or other labor organization relating to the Business. Except as set forth on Schedule 5.1.19.E, there are no pending material claims against any Seller or the Business whether under applicable Laws, employment agreements or otherwise asserted by any present employee or former employee of any other Person as relates to the Business, including claims on account of or for: (w) overtime pay, other than overtime pay for work done during the current payroll period; (x) wages or salary for any period other than the current payroll period; (y) any amount of vacation pay or pay in lieu of vacation or time off; or (z) any violation of any statute, ordinance or regulation relating to minimum wages or maximum hours at work, and, to Sellers' Knowledge, there are no such claims which have not been so asserted.

**F. Works Councils and Other Staff Representative Bodies.** Sellers have performed and discharged in all material respects its obligations with respect to Works Councils and other staff representatives, staff representative bodies and institutions representing all or part of the Current Employees.

**5.1.20. Environmental Representations and Warranties.** Except as otherwise set forth in Schedule 5.1.20, since January 1, 1999:

**A.** At the time of Closing, the Listed Real Property and operations at such Listed Real Property are in material compliance with all applicable Environmental Laws.

**B.** No Seller has received notice of, or has knowledge that any Environmental Claim relating to the Business or any Listed Real Property is pending or threatened.

**C.** There have been no Releases of Hazardous Materials at, on, from or underneath any of the Listed Real Properties that would be reasonably likely to result in material Liability or require Remediation under Environmental Law.

**D.** No aboveground or underground storage tanks have been located, stored, used, abandoned or disposed of on or under any Listed Real Property.

**E.** Sellers have delivered or otherwise made available to the Purchasers copies of any Phase I or Phase II environmental assessments and any material reports, Governmental Entities' inspection reports, studies, analyses or test results or material correspondence with Governmental Entities in the possession or control of any Seller pertaining to Hazardous Materials in, at, on, beneath or adjacent to any Listed Real Property, or non-privileged reports regarding the Sellers' compliance with Environmental Laws in connection with the Business.

**F.** No Listed Real Property, and, to Seller's Knowledge, no property to which Hazardous Materials originating on or from the Listed Real Property or from the Sale Company has been sent for treatment or disposal to a facility that is listed or proposed to be listed on the National Priority List or CERCLIS or on any other similar database or list maintained by a Governmental Entity.

**G.** (i) A list of all Permits required under Environmental Law to operate the Business as currently operated at the Listed Real Property is set forth in Schedule 5.1.20. The Sellers are in compliance with all such Permits required to be set forth on Schedule 5.1.20.

(ii) Except as set forth in Schedule 5.1.20, Sellers have timely filed applications for such Permits at the Listed Real Property required under Environmental Laws.

**5.1.21. Product Claims.** In the three (3)-year period prior to the date of this Agreement, no Seller nor the Sale Company has received in connection with any product manufactured, sold or distributed by any of them related to the Business any material claim in writing of personal injury, death or property damage, any material claim for punitive or exemplary damages, any material claim for contribution or indemnification or any material claim for injunctive relief other than claims that were resolved at the business level by credit or replacement of goods or allowance therefor.

**5.1.22. Accounts Receivable.** The Accounts Receivable (including all of the Trade Receivables other than the Excluded Trade Receivables) of the Business and of the Sale Company and included in the Purchased Assets represent or will represent valid obligations arising from sales of Products or services performed in the Ordinary Course of Business. Six (6) Business Days prior to the anticipated Closing Date, Sellers shall deliver to the Purchasers Schedule 5.1.22 setting forth an Account Receivables aging report of the Business as of such date.

**5.1.23. Absence of Other Representations or Warranties.** Except for the Warranties expressly set forth in this Agreement and the Ancillary Agreements, no Seller makes any representations or warranties, express or implied, with respect to the Acquired Assets, the Assumed Liabilities, the sale of the Sale Securities or the Business, and in particular but without limitation Sellers are making no representations with respect to any plan(s) of Purchasers for the future conduct of the Business. For the avoidance of doubt, no warranty or representation is given on the contents of the documents provided in due diligence, on any other documents or other information not contained in this Agreement or the Ancillary Agreements, or on any projected volumes of the Business (other than the January Projections as expressly set forth herein), all which were produced only for information purposes.

**5.2. Warranties of Purchasers.** Purchasers warrant and represent, jointly and severally, to Sellers as follows:

**5.2.1. Corporate Data.** Each Purchaser is a legal entity duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation, and has all requisite corporate or other organization power and authority to own, lease and operate its properties and assets. Each Purchaser has the requisite corporate or other organizational power and authority to own, lease and operate its assets and to carry on its business as now being conducted and is duly qualified or licensed to do business and is in good standing in the jurisdictions in which the



ownership of its property or the conduct of its business requires such qualification or license, except where the failure to be so qualified or licensed would not reasonably be expected, individually or in the aggregate, to have a material adverse effect on the ability of Purchasers to consummate the transactions contemplated by this Agreement.

**5.2.2. Corporate Power; Due Authorization.** Each Purchaser has the requisite corporate or other organizational power and authority to execute and deliver this Agreement and the Ancillary Agreements to which such Purchaser is a party, including the Transfer Documents, and to perform its obligations hereunder and thereunder and to consummate the transactions contemplated herein and therein. The execution, delivery and performance of this Agreement and the Ancillary Agreements, including the Transfer Documents, have been duly authorized by all necessary action on the part of each Purchaser that is a party thereto. This Agreement is, and the Ancillary Agreements, including the Transfer Documents, to which a Purchaser is a party, will be, when executed and delivered (assuming this Agreement constitutes a legal, valid and binding obligation of the Sellers), valid and legally binding obligations of such Purchaser, enforceable against such Purchaser in accordance with their respective terms, except as enforcement of such terms may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or proceedings affecting the enforcement of creditors' rights generally and by the availability of equitable remedies and defenses.

**5.2.3. No Violations.** Neither the execution, delivery or performance of this Agreement by Purchasers, nor the consummation by Purchasers of the transactions contemplated herein, nor compliance by Purchasers with any of the provisions hereof, will: (i) except for the Governmental Requirements, require Purchasers to obtain any consent, approval or action of, or make any filing with or give notice to, any domestic or foreign governmental or regulatory body or any other Person; (ii) conflict with or result in any breach of any provisions of the certificate of incorporation or bylaws of any Purchasers; (iii) result in a violation or breach of, or constitute (with or without due notice or lapse of time) a default (or give rise to any right of termination, cancellation, acceleration, vesting, payment, exercise, suspension or revocation) under any of the terms, conditions or provisions of any note, bond, mortgage, deed of trust, security interest, indenture, license, contract, agreement, plan or other instrument or obligation to which any Purchaser is a party or by which any Purchaser or its properties or assets may be bound or affected; (iv) violate any order, writ, injunction, decree, statute, rule or regulation applicable to any Purchaser or its properties or assets; or (v) result in the creation or imposition of any Lien on any asset of Purchasers.

**5.2.4. Consents and Approvals.** Except for Governmental Requirements, no consent, approval or authorization of, or declaration, filing or registration with, any domestic or foreign government or regulatory authority is required to be made or obtained by Purchasers in connection with the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated herein.

**5.2.5. Litigation.** Except for Claims raised in connection with the pendency of the Bankruptcy Cases, there is no suit, action, proceeding or investigation (whether at law or equity, before or by any Governmental Entity, or before any arbitrator) pending or, to the knowledge of Purchasers, threatened against or affecting Purchasers which could reasonably be expected to result in the issuance of an Order outstanding restraining, enjoining or otherwise prohibiting Purchasers from consummating the transactions contemplated by this Agreement.

**5.2.6. Brokers.** Purchasers have employed no finder, broker, agent or other intermediary in connection with the negotiation or consummation of this Agreement or any of the transactions contemplated hereby for which any Seller would be liable.

**5.2.7. Solvency.** Upon the consummation of the transactions contemplated by this Agreement: (i) none of the Purchasers will be insolvent; (ii) none of the Purchasers or other legal entities constituting the Business will be left with unreasonably small capital; (iii) none of the Purchasers or the Business will have incurred debts beyond its ability to pay such debts as they mature; (iv) the capital of the Purchasers and the other legal entities constituting the Business will not be impaired; and (v) immediately following Closing, Purchasers, individually and in the aggregate, will have sufficient capital to continue the Business as a going concern (it being understood that Purchasers will have no obligation to continue all or any portion of the Business as a going concern, subject to Purchasers' obligations to perform covenants and otherwise fulfill its commitments made pursuant to this Agreement).

**5.2.8. Availability of Funds.** Purchasers have the financial ability and will have available, at Closing, sufficient cash in immediately available funds to pay the Preliminary Purchase Price and thereafter to pay the Purchase Price if greater than the Preliminary Purchase Price, and all costs, fees and expenses necessary to consummate the transactions contemplated by this Agreement. Purchasers expressly acknowledge and agree that its obligation to consummate the transactions contemplated by this Agreement and the Ancillary Agreements is not subject to any condition or contingency with respect to financing.

**5.2.9. Investment Intent:**

**5.2.9.1.** The applicable Purchaser who is acquiring the Sale Securities is acquiring the Sale Securities for its own account, solely for the purpose of investment and not with a view to, or for sale in connection with, any distribution thereof in violation of the Securities Act or any applicable securities Laws of any other jurisdiction.

**5.2.9.2.** Umicore is an "accredited investor" as defined in Rule 501(a) promulgated under the Securities Act.

**5.2.9.3.** Umicore understands that the acquisition of the Sale Securities to be acquired by it pursuant to the terms of this Agreement involves substantial risk. Umicore and its officers have experience as an investor in securities and equity interests of companies such as the ones being transferred pursuant to this Agreement and acknowledges that it can bear the economic risk of its investment and has such knowledge and experience in financial or business matters that Purchaser is capable of evaluating the merits and risks of its investment in the Sale Securities to be acquired by it pursuant to the transactions contemplated hereby.

**5.2.9.4.** The applicable Purchaser understands that the Sale Securities to be acquired by it hereunder have not been registered under the Securities Act of 1933, as amended, on the basis that the sale provided for in this Agreement is exempt from the registration provisions thereof, and agrees that such securities may not be transferred unless such transfer is pursuant to an effective registration statement under the Securities Act or under the applicable securities Laws of any other jurisdiction, or, in each case, an applicable exemption therefrom.

**5.2.10. Compliance with Law.** Purchasers are in compliance with all Laws applicable to it, except with respect to those violations that could not reasonably be expected to result in the issuance of an Order outstanding restraining, enjoining or otherwise prohibiting any Purchaser from consummating the transactions contemplated by this Agreement.

**5.2.11. Anti-Money Laundering.** Each Purchaser is in material compliance with all applicable provisions of: (i) the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-57) ("**USA PATRIOT Act**") as amended and all regulations issued pursuant to it; (ii) Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and relating to Blocking Property and Prohibited Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism; (iii) the International Emergency Economic Power Act (50 U.S.C. 1701 et seq.), and any applicable implementing regulations; (iv) the Trading with the Enemy Act ( 50 U.S.C. 50 et seq.), and any applicable implementing regulations; and (v) all applicable legal requirements relating to anti-money laundering, anti-terrorism and economic sanctions in the jurisdictions in which such Purchaser operates or does business. Neither any Purchaser nor any of their directors, officers or Affiliates is identified on the United States Treasury Department Office of Foreign Asset Control's ("**OFAC**") list of "Specially Designated Nationals and Blocked Persons" (the "**SDN List**") or otherwise the target of an economic sanctions program administered by OFAC, and no Purchaser is affiliated in any way with, or providing financial or material support to, any such persons or entities. Purchasers agree that should they, or any of their respective directors, officers or affiliates be named at any time prior to the Closing on the SDN List, Purchasers shall inform Sellers in writing immediately.

**5.2.12. Adequate Assurance of Future Performance.** Purchaser has provided or will be able to provide, at or prior to the Sale Hearing, adequate assurance of its future performance under each Assumed U.S. Contract to the parties thereto (other than Sellers) in satisfaction of Section 365(f)(2)(B) of the Bankruptcy Code, and no other or further assurance will be necessary thereunder with respect to any Assumed U.S. Contract.

**5.2.13. Shelf Tulsa Collective Bargaining Agreement.** The Shelf Tulsa Collective Bargaining Agreement is attached hereto as Schedule 5.2.13.

## **6. CONDITIONS TO CLOSING:**

**6.1. Conditions to Obligations of Sellers and Purchasers.** The respective obligations of each Party to effect the transactions contemplated by this Agreement shall be subject to the satisfaction or waiver by both Parties at or prior to the Closing Date of the following conditions precedent:

**6.1.1. Sale Approval Order.** The Sale Approval Order, in form and substance reasonably satisfactory to Purchasers, shall be entered by the Bankruptcy Court onto the court docket and shall not be subject to a stay or injunction.

**6.1.2. No Law, Judgments, etc.** Subject to Section 9.1.2 and other than matters within the scope of Section 6.1.3, (a) no Law, injunction, judgment or ruling enacted, promulgated, issued, entered amended or enforced by any Governmental Authority shall be in effect enjoining, restraining, preventing or prohibiting consummation of the transactions or making the consummation of the transactions contemplated by this Agreement illegal; (b) Sellers shall have completed any required information and consultation process with the Works Councils and (c) Purchasers and Sellers shall each be reasonably satisfied (I) that the sale of the Acquired Assets and

Sale Securities will not be rescinded or voided, and (II) that no Purchaser (or any of its respective Affiliates) is reasonably likely to be subject to Claims, litigation or Liabilities in connection with the consummation of the transactions contemplated by this Agreement for which such Purchaser (or its respective Affiliates) has not received adequate indemnification or other reasonable protection. In the event that the Purchaser is not reasonably satisfied that it (or its Affiliates) has received such adequate indemnification (including with respect to the limits on such coverage and/or the types of damages for which the Purchaser (or its Affiliates) shall be covered) or other reasonable protection, then the parties shall work together in good faith to provide for such indemnification or other reasonable protection as the Purchaser reasonably believes is adequate.

**6.1.3. Approvals by Antitrust Authorities.** All competition filings, required to be made under any Antitrust Law by the Parties jointly, or individually by either of the Parties or any of their Affiliates, in any jurisdiction in connection with the transactions contemplated by this Agreement shall have been made and the consents, approvals and authorizations shall have been obtained and remain in full force and effect or required waiting periods shall have expired or been terminated.

**6.1.4. Other Approvals.** Any and all Governmental Entity consents, approvals, authorizations, declarations, filings and registrations required to assign the Purchased Assets to the appropriate Purchasers shall have been duly obtained.

**6.2. Conditions to Obligations of Purchasers.** The obligation of Purchasers to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment at or prior to the Closing of the following conditions (any one or more of which may be waived in whole or in part by Purchasers):

**6.2.1. Accuracy of Warranties.** Except as otherwise permitted by this Agreement or a Transfer Agreement, and after giving effect to the Sale Approval Order, the representations and warranties of Sellers contained in this Agreement (without taking into account any materiality or Material Adverse Effect qualification therein) shall be true and correct as of the Closing Date as if made on such date (except for representations and warranties that speak as of a specific date or time, which shall be true and correct only as of such date or time) except where the failure of such representations and warranties to be true and correct would not have a Material Adverse Effect. Subject to the preceding sentence, Sellers may update or supplement the Disclosure Schedule prior to Closing by notice to Purchasers, but any such update or supplement shall not be taken into account in determining whether the condition set forth in this Section 6.2.1 has been satisfied. Any claim that Purchasers may have based on matters disclosed by Sellers in such updated or supplemented Disclosure Schedule will be deemed waived by Purchasers if Purchasers nonetheless complete the transactions contemplated herein or in the Transfer Agreements.

**6.2.2. Material Adverse Effect.** Since the date of the ~~January~~July Projections and up to and including the Closing, there shall not have been any event, circumstance, change or effect that, individually or in the aggregate, has, had or likely will have a Material Adverse Effect and the Sellers shall have conducted the Business in the Ordinary Course of Business.

**6.2.3. Ancillary Agreements and Performance of Covenants.** Each of the Ancillary Agreements to which any Seller is a party shall have been executed and delivered by such Sellers to Purchasers on terms reasonably satisfactory to Purchasers, and all other agreements and transactions contemplated hereby or in any Ancillary Agreement to be performed by any Seller on or before the Closing shall have been performed in all material respects, subject to Purchaser's performance of its obligations under Section 5.2.12.

**6.2.4. Other Approvals; Cure Amounts.** The third party and Governmental Entity consents, approvals, authorizations, declarations, filings and registrations required to assign the Purchased Assets to the appropriate Purchasers including those required to be set forth in Schedules 5.1.3, 5.1.11 or 5.1.14.A and that the Purchasers reasonably believe are necessary or otherwise material to the Business shall have been received and all consents, approvals and filings in connection with non-competition related Governmental Requirements shall have been obtained or made in form and substance reasonably satisfactory to the Purchasers and any Cure Amounts required to be paid for effective assignment and assumption of the U.S. Assumed Contracts shall have been paid, otherwise resolved by Sellers with the consent of the other parties to such Assumed U.S. Contracts, or absent such consent, by Final Order of the Bankruptcy Court. As used in this section, "material" shall *not* mean having or reasonably likely to have an impact of more than \$1,000,000.

**6.2.5. CBA.** That certain Shelf Collective Bargaining Agreement shall be put in full force and effect effective as of the Closing Date and shall not have been amended, modified, terminated or waived in any respect without Purchasers' consent.

**6.2.6. Sale Company Debt.** The Sale Company's Debt shall be retired, exhausted or repaid in a mutually agreeable manner.

**6.2.7. Florange Pre-emptive Right.** The *declaration d'intention d'aliéner* shall have been properly filed as soon as practicable following the date hereof and, in any event, no later than June 15, 2007, with respect to the Listed Real Property located in Florange, France and such Listed Real Property shall no longer be subject to a pre-emptive or similar right in favor of any French Governmental Entity.

**6.2.8. Closing Deliveries.** Purchasers shall have received from Sellers all of the instruments, documents and considerations described in Sections 7.2 and 7.3 other than any of such items not received solely due to Purchasers' failure to perform under Section 5.2.12.

**6.3. Conditions to Obligations of Sellers.** Except as otherwise permitted by this Agreement or a Transfer Agreement, the obligation of Sellers to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment at or prior to the Closing of the following conditions (any one or more of which may be waived in whole or in part by Sellers):

**6.3.1. Accuracy of Warranties.** The representations and warranties of Purchasers contained in this Agreement shall be true and correct in all material respects as of the Closing Date if made on such date (except for representations and warranties that speak as of a specific date or time, which shall be true and correct only as of such date or time), except where the failure of such representation and warranty to be true and correct would not have a material adverse effect on Purchasers' ability to consummate the transactions contemplated by this Agreement.

**6.3.2. Ancillary Agreements Performance of Covenants.** Each of the Ancillary Agreements to which any Purchaser is a party shall have been executed and delivered by such Purchaser to Sellers on terms reasonably satisfactory to Sellers, and all other agreements and transactions contemplated hereby or in any Ancillary Agreement to be performed by any Purchaser on or before the Closing shall have been performed in all material respects.

**6.3.3. Closing Deliveries.** Sellers shall have received from Purchasers all of the instruments, documents and considerations described in Sections 7.2 and 7.4.

**7. CLOSING:**

**7.1. The Closing.** Subject to the terms and conditions of this Agreement, the closing (the "**Closing**") of the transactions contemplated hereby shall take place at the offices of Delphi at 10:00 a.m. on the second (2<sup>nd</sup>) Business Day after the conditions set forth in Article 6 shall have been satisfied or waived (other than conditions which by their nature can be satisfied only at the Closing), or on such other date or at such other time as the Parties may agree. For tax and accounting purposes, the effective time of the transaction shall be 11:59 p.m. ET on the Closing Date. The Parties shall use commercially reasonable efforts to schedule the Closing for the last Business Day of the month. The Closing of the Ancillary Agreements shall take place simultaneously with the Closing or on a later date if mutually agreed by the relevant Seller and relevant Purchaser.

**7.2. Ancillary Agreements.** The Parties shall execute and deliver to each of the applicable Sellers and Purchasers the following agreements on mutually agreeable terms and other documents necessary to effect the transactions contemplated by this Agreement (the "**Ancillary Agreements**").

**7.2.1.** Transfer Agreements and/or assignments necessary for the Sellers to transfer to Purchasers the Purchased Intellectual Property and the Fuel Reformer Patent Rights set forth on Schedule 7.2.1 (the "**Fuel Reformer Patents**"), including any forms required to be filed with any applicable Governmental Entity in respect of Intellectual Property transfers and assignments.

**7.2.2.** Fuel Reformer Patent License between certain Purchasers and certain Sellers pursuant to which Purchasers shall grant Sellers a non-exclusive, worldwide license, with limited rights to sublicense those certain Fuel Reformer Patents on the terms set forth in Schedule 7.2.2 (the "**Fuel Reformer Patent License**").

**7.2.3.** To the extent that equity interests of the Sale Company are represented by stock certificates, DASHI shall deliver to the Securities Purchaser original certificates evidencing the Sale Securities (to the extent applicable in the respective jurisdiction), which certificates shall be duly endorsed for transfer or accompanied by duly executed stock transfer powers or other appropriate instruments of assignment and transfer in favor of such Purchasers or their permitted assigns.

**7.2.4.** Transfer Agreements for Acquired Assets of certain Business locations (including France and China) in each case in form and substance to the reasonable satisfaction of the parties.

**7.2.5.** Transfer Documents, including for: (i) Listed Real Property (e.g., lease assignments or special warranty deeds in the U.S. or their equivalent in other jurisdictions); (ii) Contracts; (iii) Permits; and (iv) the Acquired Carved-Out Location Assets in each case reasonably satisfactory to the Parties in form and substance.

**7.2.6.** Transition Services Agreement substantially in the form attached hereto as Schedule 7.2.6 ("**Transition Services Agreement**").

**7.2.7.** The Atmospheric Catalyst License substantially in the form of Schedule 7.2.7.

**7.2.8.** Testing Services Agreements covering the provision by the Sellers of long-term testing services to the Purchasers at the Bascharage, Luxembourg site and short-term testing services to the Purchaser at the Flint, Michigan site (each such agreement a "**Testing Services Agreement**", and, collectively, the "**Testing Services Agreements**") containing the terms set forth

in the draft agreements attached as Schedule 7.2.8(i) (Luxembourg) and Schedule 7.2.8(ii) (Flint) and such additional terms as the Parties shall agree.

**7.2.9.** Canning Supply Agreements pursuant to which the Purchasers supply Products to the Sellers' canning operations in: (i) Shanghai, China; and (ii) Clayton, Australia (each a "**Canning Supply Agreement**"), containing the terms set forth in the draft agreements attached as Schedule 7.2.9(i) (Shanghai) and Schedule 7.2.9(ii) (Clayton) and such additional terms as the Parties shall agree.

**7.2.10.** Toll Manufacturing Agreements covering each of Shanghai, China, Clayton, Australia and San Luis Potosi, Mexico between the Purchasers and Sellers pursuant to which the Sellers shall provide certain manufacturing services at such location, to the Purchasers (each such agreement a "**Toll Manufacturing Agreement**", and, collectively, the "**Toll Manufacturing Agreements**"), containing the terms set forth in the draft agreements attached as Schedule 7.2.10(i) (Shanghai), Schedule 7.2.10(ii) (Clayton) and Schedule 7.2.10(iii) (San Luis Potosi) and such additional terms as the Parties shall agree.

**7.2.11.** The Closing Escrow Agreement between Sellers, Purchasers and the Escrow Agent, substantially in the form of Schedule 7.2.11.

**7.2.12.** To the extent Sellers require a separate assumption agreement or other document(s) pursuant to which the relevant Purchasers assume the Assumed Liabilities under Section 7.4.2 below, the form of same shall be reasonably satisfactory to Purchasers and Sellers.

**7.3. Sellers' Other Deliveries.** At the Closing, in addition to the Ancillary Agreements covered by Section 7.2, Sellers shall deliver to Purchasers the following, in proper form for recording where appropriate, and in each case, in form and substance reasonably satisfactory to the Purchasers:

**7.3.1.** An officer's certificate, dated as of the Closing Date, executed by Delphi on behalf of all the Sellers, certifying that the conditions specified in Section 6.2 have been fulfilled.

**7.3.2.** A certificate, dated as of the Closing Date, executed by Delphi on behalf of all the Sellers by a Secretary or an Assistant Secretary, certifying: (i) a true and correct copy of each Seller's Organizational Documents; (ii) a true and correct copy of the resolutions of each Seller's board authorizing the execution, delivery and performance of this Agreement and any Ancillary Agreement to which such Seller is a party and the consummation of the transactions contemplated hereby and thereby; and (iii) incumbency matters.

**7.3.3.** Certified copies of all orders of the Bankruptcy Court pertaining to the contemplated transactions contemplated by this Agreement and the Ancillary Agreements, including the Bidding Procedures Order and the Sale Approval Order.

**7.3.4.** Appropriate receipts.

**7.3.5.** The minute books and other corporate, partnership or limited liability company record books of the Sale Company.

**7.3.6.** Resignations of all directors (or equivalent) and officers of the Sale Company, except as otherwise requested by Purchasers no less than six (6) Business Days prior to the Closing Date.

**7.3.7.** Releases from any third party having a Lien on any of the Purchased Assets other than Permitted Liens.

**7.3.8.** All Technical Documentation in accordance with the provisions of Section 8.6 below.

**7.3.9.** A certificate of non-foreign status pursuant to Treasury Regulation Section 1.1445-2(b)(2) with respect to each Seller transferring a United States real property interest (within the meaning of Section 897(c) of the Code).

**7.3.10.** All other documents and papers reasonably requested by Purchasers to effect the transactions contemplated hereby.

**7.4. Purchasers' Deliveries.** At the Closing, Purchasers shall deliver to Sellers, in proper form for recording where appropriate, and in each case, in form and substance reasonably satisfactory to the Sellers:

**7.4.1.** The Purchase Price to be paid at Closing as required by, and in accordance with, Section 4.4.

**7.4.2.** An appropriate assumption agreement or other document or documents pursuant to which the relevant Purchasers assume the Assumed Liabilities.

**7.4.3.** An officer's certificate, dated as of the Closing Date, executed by Umicore on behalf of all the Purchasers, certifying that the conditions specified in Section 6.3 have been fulfilled.

**7.4.4.** A certificate, dated as of the Closing Date, executed by Umicore on behalf of all the Purchasers by its Secretary or an Assistant Secretary, certifying: (i) a true and correct copy of Purchasers' Organizational Documents; (ii) a true and correct copy of the resolutions of the Purchasers' board authorizing the execution, delivery and performance of this Agreement by Purchasers and the consummation of the transactions contemplated hereby; and (iii) incumbency matters.

**7.4.5.** All other documents and papers reasonably requested by Sellers to effect the transactions contemplated hereby.

**7.5. Post-Closing Deliveries.** Promptly following the Closing, Seller shall deliver signature cards from all banks or financial institutions with which the Sale Company has any account, designating signatures approved by the Purchasers.

**7.6. Sale Company.** At Closing, the Sellers shall perform the following obligations, in each case, with effect from Closing:

**7.6.1.** Seller shall deliver to Purchaser definitive certificates for the Shares, together with a share transfer form, in a mutually agreeable form, in respect of the shares duly executed by the registered holder in favor of the relevant Purchaser; and

**7.6.2.** Seller shall deliver to Purchaser written resignation(s) of any Seller representatives as directors of the Company (to take effect from the Closing).



**7.6.3.** Seller shall obtain the approval of the directors of the Company which: (i) accepts the resignations of the director(s) whose resignation is required in terms of Section 7.6.2 and duly appoints Purchaser representatives whose names have been provided to Seller at least five (5) Business Days before Closing as additional directors of the Company; (ii) approves the transfers of the shares from Seller to Purchaser (subject to their being duly stamped); and (iii) approves the placing of Purchaser's name on the Company's register of members in accordance with the share transfer form delivered and authorizes the issue of a new share certificate to Purchaser.

## **8. CERTAIN ADDITIONAL COVENANTS:**

### **8.1. Certain Pre-Closing Matters:**

**8.1.1.** Prior to the Closing, Sellers shall afford the officers, employees, accountants, attorneys and authorized representatives of Purchasers reasonable access at reasonable business hours and upon reasonable prior request to the facilities, properties, books, personnel, and records of the Sellers and the Sale Company in order that Purchasers may have the opportunity to determine the amounts of the Purchase Price adjustments set forth in Article 4 (including a financial audit to determine the Sale Company Retained Liability Amount) and to facilitate Day 1 readiness and integration planning.

**8.1.2.** Prior to the Closing, Sellers shall: (i) furnish Purchasers with such additional material, including financial and operating data and other information relating to the Business, as Purchasers may reasonably request from time to time including access to all Contracts (including Contracts with customers, suppliers and consultants) and any amendments, modifications or waivers with respect thereto (each a, "**Contract Modification**"); and (ii) upon the request of any Purchaser, cooperate with Purchasers (including by waiving any applicable confidentiality restrictions) to arrange meetings between Purchasers and customers or suppliers of any Seller in accordance with the Purchaser Confidentiality Agreement. Purchasers shall be permitted to disclose the terms of this Agreement to any such customer or supplier, as appropriate, to provide assurances to such customer or supplier with respect to the continued viability of the Business after the Closing.

**8.1.3.** Prior to the Closing and as soon as reasonably practicable, the Parties will finalize all steps needed to organize the transactions contemplated by this Agreement and facilitate the drafting and negotiation of all of the Ancillary Agreements which, by the terms of Section 7.2 above, are required to effect the Closing.

**8.1.4.** Prior to the Closing, Sellers shall allow the Purchasers and its representatives, in accordance with the terms of an Environmental Right of Access Agreement dated on or about March 30, 2007 between the Parties, access to its facilities, real property, books, records and personnel for purposes of completing the Purchasers' environmental, health and safety review, including, without limitation, such Phase I and Phase II assessments as required by the Purchasers; provided, however, that the results of such Phase I and Phase II assessments will not specifically provide any Purchaser with a right to rescind this Agreement and provided further that the foregoing shall not limit, modify or amend any other provision of this Agreement or any Purchaser's rights with respect thereto.

**8.1.5.** Within fifteen (15) Business Days following the last day of each calendar month prior to Closing, the Sellers shall provide in a form reasonably acceptable to the Purchaser: (i) a summary of the Sellers' Net Working Capital (calculated in accordance with the Net Working

Capital Methodology) and PGM inventory as of the last Business Day of the preceding calendar month; and (ii) a reasonably detailed summary of the Seller's capital investments during the prior calendar month.

~~8.1.6. If, prior to the Closing, the Sellers demonstrate the effectiveness of operational initiatives that have the effect of decreasing the volumes of PGM required to operate in the Ordinary Course of Business, then the Parties shall work together in good faith to determine appropriate adjustments to target levels. Any resulting change in the Owned PGM Volume Target shall be reflected in an amendment to the Agreement adopted pursuant to Section 13.7. For information purposes only, Schedule 8.1.6 sets forth further background information on currently contemplated initiatives and possible adjustment methodology to be applied in such situation.~~

8.1.6. ~~8.1.7.~~ The Parties will use all commercially reasonable efforts to complete all Ancillary Agreements as soon as practicable.

8.1.7. ~~8.1.8.~~ The Parties agree that the definition of Net Working Capital includes certain other current assets and other current liabilities of the type that are set forth on the attached Schedule ~~8.1.8; 8.1.7.~~ but that have yet to be finally determined. All of the assets and liabilities set forth on Schedule ~~8.1.8; 8.1.7.~~ were taken into account in setting the Net Working Capital Target. The Parties shall work together in good faith as soon as reasonably practicable to determine which of such assets and liabilities on Schedule ~~8.1.8; 8.1.7.~~ are properly included within the definition of the Net Working Capital and, if appropriate, to adjust the Net Working Capital Target to reflect such discussions.

8.1.8. ~~8.1.9.~~ The Parties shall work together in good faith to consider any amendments or modifications to this Agreement as are required in connection with Delphi's possible transition of any portion of the operations of the Business from one existing location to any other existing location of the Business.

**8.2. Joinder of Additional Seller Parties.** Notwithstanding anything to the contrary contained herein, no later than five (5) Business Days prior to the Closing, Delphi shall cause each Delphi Affiliate listed in Schedule 1 that is not a signatory hereto as of the date hereof, to execute and deliver to Umicore counterpart signature pages to this Agreement in the form of Schedule 8.2. Upon Umicore's execution and delivery of each counterpart signature page, each such Person shall be considered a "Seller" for all purposes under this Agreement effective as of the date hereof. Notwithstanding the foregoing, in the event that the Parties mutually agree that applicable Law or other considerations require an alternative approach to ensuring that the appropriate Delphi Affiliates are bound to the obligations set forth with respect to such Affiliates hereunder, the Parties shall work together in good faith to adopt an alternative approach to this Section 8.2 including through agreement on the terms of mutually satisfactory local transfer agreements.

### **8.3. Bankruptcy Actions:**

**8.3.1.** The Bidding Procedures are set forth in Section 11. Promptly after the execution of this Agreement, Delphi shall, and shall cause the other Sellers that are Filing Affiliates to, file a motion or motions (and related notices and proposed orders) with the Bankruptcy Court seeking, and thereafter diligently pursue and defend, approval of the Bidding Procedures Order and the Sale Approval Order. In the event that the Bidding Procedures Order is not entered on or before July 9, 2007 absent any material default by Purchasers hereunder, Purchasers may choose to withdraw this Agreement, and neither party hereto will have any further Liability to the other arising from this Agreement.

**8.3.2.** Delphi shall use commercially reasonable efforts to comply (or obtain an order from the Bankruptcy Court waiving compliance) with all requirements under the Bankruptcy Code and Bankruptcy Rules, as modified by order, if any, of the Bankruptcy Court, in connection with obtaining approval of the sale of the Purchased Assets under the Agreement, including serving on all required Persons in the Bankruptcy Cases, notice of the Sale Approval Motion, the Sale Hearing (as hereinafter defined) and all applicable objection deadlines in accordance with Rules 2002, 6004, 6006 and 9014 of the Bankruptcy Rules, the Bidding Procedures Order or other orders of the Bankruptcy Court, and any applicable local rules of the Bankruptcy Court.

**8.3.3.** With respect to any and all proceedings before the Bankruptcy Court, Sellers agree: (i) that they will take no action inconsistent with the terms of this Agreement; (ii) that they will take any actions and make any filings with the Bankruptcy Court necessary and prudent to ensure that the indemnification obligations of any Seller under this Agreement are fully funded and are not impacted or mitigated in any respect by the Bankruptcy Court; (iii) that such indemnification obligations survive in full any bankruptcy reorganization of any Seller; and (iv) that any Plan of Reorganization filed with or approved by the Bankruptcy Court with respect to any Seller will contain no provisions inconsistent with such Seller's obligations and duties under this Agreement.

**8.4. Registrations, Filings and Consents; Further Actions:**

**8.4.1.** As soon as practicable after the date hereof as requested by a Purchaser, each of the Parties shall: (i) promptly file all notifications, filings and other documents required in connection with all Antitrust Authorities and other regulatory approvals referred to in Sections 6.1.3 and 6.2.4, and to respond as promptly as practicable to any inquiries or requests received from any Antitrust Authority or other Governmental Entity, including for additional information or documentation; (ii) promptly furnish the other Party with copies of all documents (except documents or portions thereof for which confidential treatment has been requested of or by any Antitrust Authority which may be furnished to the other Party's legal counsel only) and correspondence: (a) prepared by or on behalf of it for submission to any Antitrust Authority or other Governmental Entity; and (b) received by or on behalf of it or its counsel from any Antitrust Authority or other any Governmental Entity, in each case in connection with the transactions contemplated by this Agreement, and limited to, in the case of competitively sensitive information, such Party's outside antitrust counsel who have signed or agreed to abide by that certain Joint Defense Agreement, effective as of December 12, 2006; and (iii) use its commercially reasonable efforts to consult with and keep the other Party informed as to the status of such matters (except that documents or portions thereof dealing with competitively sensitive information such as the price that Purchaser would pay for the Business or that Seller would accept for the Business may be withheld even from the other Party's outside antitrust counsel). Notwithstanding the foregoing, Purchasers and Sellers agree that neither of them will make any voluntary filing under applicable foreign Antitrust Laws unless advised by legal counsel in such jurisdiction that the failure to make a filing could result in a Material Adverse Effect or otherwise be in violation of applicable Law. Each Party hereto shall promptly inform the other of any oral communication from any Antitrust Authority or other Governmental Entity regarding any of the transactions contemplated by this Agreement and the Ancillary Agreements. If the Antitrust Authority in any such country: (i) determines that it will impose conditions to its approval of the transactions contemplated by this Agreement or does impose such; or (ii) determines that it will file a suit, action or other proceeding before a court or governmental agency seeking to restrain or prohibit, or to obtain damages or other relief in connection with, the consummation of the transactions contemplated by this Agreement or does file such, either Party shall have the right to terminate the transaction pursuant to Section 9.1.1.B (notwithstanding

anything to the contrary in Section 9.1.1.B) if such conditions, suits, actions or other proceedings are not resolved within ninety (90) days from the date of such determination. Notwithstanding anything in this Agreement to the contrary, in no event shall Purchasers or Sellers be obligated to propose or agree to accept any undertaking or condition, to enter into any consent decree, to make any divestiture, to accept any operational restriction, or take any other action that, in the reasonable judgment of the Purchasers or Sellers, could be expected to: (1) limit the right of the Purchasers or Sellers to own or operate all or any portion of the Purchased Assets or of Purchasers to own or operate any portion of their existing businesses or assets; or (2) require Purchasers or Sellers to license any of the Intellectual Property rights or to modify any existing license or their Intellectual Property rights. With regard to any Antitrust Authority or Governmental Authority, no Seller shall, without Purchasers' prior written consent (not to be unreasonably withheld) propose, opine on the advisability of or commit to any divestiture transaction, or propose, opine on the advisability of or commit to alter any of their business or commercial practices in any way, or otherwise take or commit to any action that limits Purchasers' freedom of action with respect to, or Purchasers' ability to retain any of, the Purchased Assets or receive the full benefits of this Agreement.

**8.4.2.** Within three (3) Business Days after the entry of an unstayed Sale Approval Order upon the terms and subject to the conditions of this Agreement, each of the parties hereto shall use its reasonable best efforts to take, or cause to be taken, all appropriate actions, and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Agreement and the Ancillary Agreements as promptly as practicable including using their reasonable best efforts to cause the satisfaction of all conditions to Closing. At all times prior to the Closing: (i) Delphi will notify Umicore in writing of any fact, condition, event or occurrence that is reasonably expected to result in the failure of any of the conditions contained in Article 6 to be satisfied, promptly upon becoming aware of the same; and (ii) Umicore will notify Delphi in writing of any fact, condition, event or occurrence that is reasonably expected to result in the failure of any of the conditions contained in Article 6 to be satisfied, promptly upon becoming aware of the same.

**8.5. Operation of the Business Pending Closing:**

**8.5.1.** Except: (i) as otherwise provided herein; (ii) as disclosed in Schedule 8.5 of the Disclosure Schedule; (iii) as required by, arising out of, relating to or resulting from the Bankruptcy Cases (including Delphi's Section 1113 and 1114 Motion, consensual resolutions between Delphi and any of its U.S. unions and an approved plan of reorganization); (iv) subject to any changes that may be required under applicable Laws or that may result from the disclosure of this Agreement or the transactions contemplated hereby; (v) in connection with Delphi's possible transition of any portion of the operations of the Business from one existing location to any other existing location of the Business and (vi) as set forth in the following sentence, until the Closing, Sellers will carry on the Business in the Ordinary Course of Business; perform in all material respects all of its obligations under all Listed Contracts and not amend, alter or modify in any material respect that is adverse to the Business any provision of any Listed Contract; keep in full force and effect insurance comparable in amount and scope to coverage maintained by it on the date of this Agreement; use commercially reasonable efforts to maintain and preserve relations with customers, suppliers, employees and others having business relations with the Business; endeavor to maintain the goodwill of the Business; and promptly advise Purchaser of any material and adverse change in the business condition (financial or other) of the Business or the Acquired Assets, any event or occurrence that would reasonably be expected to restrain, enjoin, substantially delay or otherwise prohibit the Closing under this Agreement, or that would be likely to result in a breach of any

representation, warranty or covenant in this Agreement. Notwithstanding any implication to the contrary, Excess Cash may be distributed by the Sale Company prior to Closing.

**8.5.2.** Notwithstanding the foregoing, except as otherwise contemplated by this Agreement, or as described in Section 8.5.1 and Schedule 8.5 of the Disclosure Schedule, no Asset Seller or DASHI, as applicable, shall, without the prior written consent of Purchasers, which consent shall not be unreasonably withheld or delayed: (i) waive or modify any rights material to any of the Sellers relating to the Acquired Assets; (ii) enter into any material transaction not contemplated by the January Projections; provided, however, that nothing herein shall require Sellers to inform or seek consent from Purchasers prior to bidding on competitive opportunities before Closing; (iii) knowingly do any act, omit to do any act, or permit any omission to act within its control, that is reasonably expected to cause: (x) a material breach or default in any of the Listed Contracts; (y) any of the Permits to lapse; or (z) for any other reason, a breach of any representation or warranty in this Agreement or a Material Adverse Effect; (iv) except in the Ordinary Course of Business, change or increase the rate of compensation paid by any of the Sellers to any of its Current Employees or agents, except for payments or bonuses that are payable by such Seller before the Closing Date; (v) make any change in the authorized or outstanding capital stock, charter or governing bylaws or regulations of the Sale Company, or merge or consolidate the Sale Company; or (vi) enter into any agreement, authorize, or commit to do any of the foregoing. Notwithstanding the foregoing, in the event the Sellers are legally required to undertake any of the actions listed in this Section 8.5.2 in the course of the Bankruptcy Cases, the Sellers shall provide advance written notice to the Purchasers and such action by Sellers shall not constitute a breach of this Section 8.5.2.

**8.6. Assumed U.S. Contracts; Cure Amounts.** Promptly after the Bidding Procedures Order has been issued by the Bankruptcy Court, Sellers shall, pursuant to a motion or other appropriate notice in form and substance reasonably acceptable to Purchasers (which motion may be incorporated into the Sale Motion), move to assume and assign to Purchasers the Pre-Petition Contracts and other Contracts with a Filing Affiliate that the Purchasers have identified for assumption and assignment to the Purchasers (collectively, the "**Assumed U.S. Contracts**") and shall provide notice thereof in accordance with all applicable Bankruptcy Rules as modified by any orders of the Bankruptcy Court. Sellers shall pay all Cure Amounts required to effect assumption and assignment of the Assumed U.S. Contracts as agreed to by the Sellers and each party to a Assumed U.S. Contract or, absent such agreement, by Final Order of the Bankruptcy Court in the time and manner specified by the Sale Approval Order.

**8.7. Hired Current Employees.** No later than thirty (30) days prior to the Closing, Purchasers shall provide the Sellers with a list setting forth each proposed Current Employee to whom the Asset Purchasers intend to offer employment as of the Closing ("**Proposed Hired Current Employees**").

**8.8. Assumed PTO Obligations.** Not less than three (3) Business Days prior to the Closing, the Sellers shall provide the Purchasers with a true and complete copy of Schedule 8.8 setting forth the Assumed PTO Obligations for each Hired Current Employee as of the Closing Date (the "**Closing Date Assumed PTO Obligations Schedule**").

**8.9. Guarantee by Umicore.** Umicore agrees to unconditionally guarantee all obligations of Purchasers pursuant to the terms of this Agreement, including, without limitation, to pay the Purchase Price and any indemnification obligations of Purchasers. Umicore shall also reimburse Sellers for reasonable fees and expenses (including reasonable fees of counsel) incurred in successfully enforcing the guarantee obligations set forth in this Section 8.9.

**8.10. Post-Closing Covenants.** From and after the Closing, each of the Parties will perform its respective covenants and agreements set forth below:

**8.10.1. Seller Post-Closing Covenants:**

**A. Non-Competition.** Sellers have at Closing, established the reputation of the Business. Each Seller undertakes and agrees with Purchasers that for a period of five (5) years after the Closing Date, except with the consent of Purchasers, Sellers shall not, and shall ensure that each Affiliate of Sellers shall not, either on its own account or in conjunction with or on behalf of any person, firm or company whether by sales, marketing or other activities, carry on or be engaged, concerned or interested, directly or indirectly, whether as a shareholder, director, employee, partner, agent or otherwise in carrying on any business which is engaged in the research, design, development, manufacture, remanufacture or sale of Products as conducted by the Business (a "**Competitive Business**"); provided, however, that the restrictions contained in this Section 8.10.1 will not prohibit: (i) the acquisition of a controlling interest or merger with any person, or a division or business unit thereof, which is not primarily engaged in a Competitive Business, acquired by or merged, directly or indirectly, into a Seller or any of its Affiliated companies after the Closing Date, provided that Delphi will use commercially reasonable efforts to divest, as soon as practicable after such acquisition or merger, any portion of the business of such Person that constitutes a Competitive Business if the Competitive Business accounts for the lesser of: (1) \$10 million in sales; or (2) ten percent (10%) of the total sales of the person, division or business unit being acquired; (ii) the acquisition by Seller or any of its Affiliated companies, directly or indirectly, of a non-controlling ownership interest in any person or a division or business unit thereof, or any other entity engaged in a Competitive Business, if the Competitive Business accounts for fifteen percent (15%) or less of the sales or ten percent (10%) or less of the value of the acquired business at the date of such acquisition (whichever is the greater); (iii) the acquisition by a Seller or any of its Affiliated companies, directly or indirectly, of less than five percent (5%) of the publicly traded stock of any person engaged in a Competitive Business; (iv) provision of non-Business-related consulting services to, the license of any technology that a Seller or any Seller Affiliate owns or has the right to sublicense to, or the financing (on its own behalf or on behalf of any other Person) of any Person for the purpose of designing or manufacturing on behalf of a Seller or any Seller Affiliate or selling to a Seller or any Seller Affiliate components and parts for automotive applications which are outside the scope of the Business, the Purchased Intellectual Property or the design, development, manufacture, remanufacture, sale or purchase of Products; (v) Sellers or any of their Affiliates by themselves or with others and, in each case, consistent with the obligation to pay any royalties that may be owed under the provisions of the Fuel Reformer Patent License: (a) designing, developing (including making catalyst prototypes for Fuel Reformers but not themselves manufacturing any Fuel Reformer catalysts for commercial production), testing and/or purchasing Fuel Reformer catalysts; (b) allowing a third party to manufacture Fuel Reformer catalysts; (c) selling Fuel Reformers containing Fuel Reformer catalysts; and (d) technical interchanges with catalyst suppliers consistent with Delphi's Fuel Reformer activities; (vi) activities under the Toll Manufacturing Agreement; (vii) consistent with Sellers' generally applicable troubled supplier practices, direct or indirect activities of a Seller or any Seller Affiliate to advise a troubled supplier of a Seller or its Affiliates; and (viii) any business or activity conducted by any Affiliate, subsidiary or division of a Seller (excluding the Business) as of the Closing Date (each of which shall be

deemed not to breach this Section 8.10.1.A), including any activity conducted by the operations referred to as Excluded Canning Business or other Excluded Assets.

**B.** While the restrictions contained in this Section 8.10.1 are considered by the parties to be reasonable in all the circumstances for the protection of the interests of Purchasers and/or the Business, it is recognized that restrictions of the nature in question may fail for technical reasons and, accordingly, it is hereby agreed and declared that if any of such restrictions shall be adjudged to be void but would be valid if part of the wording thereof were deleted or the periods thereof reduced or the range of activities or area dealt with thereby reduced in scope, the said restriction shall apply with such modifications as may be necessary to make it valid and effective.

**8.10.2. Technical Documentation.** Sellers shall, or cause their Affiliates to, deliver, or will deliver on or before the Closing, to the relevant member of Purchasers, all Technical Documentation included in the Acquired Assets. For a period of not less than ten (10) years commencing at Closing, Purchasers shall use reasonable efforts to maintain all Technical Documentation applicable to pre-Closing Date product design, test, release and validation it acquires from Sellers in connection with the purchase of the Acquired Assets or the Sale Company under Article 1 of this Agreement at a location at which they shall be reasonably accessible to Sellers upon request. During such ten (10) year period, Purchasers shall not destroy or give up possession of its final copy of such documentation without offering Sellers the opportunity, at Sellers' expense but without any payment to Purchasers, to obtain a copy of such documentation.

**8.10.3. Books and Records and Litigation Assistance From and After Closing:**

**A.** Purchasers shall, and shall cause and their Affiliates to, preserve and keep all books, records, computer files, software programs and any data processing files delivered to Purchasers by Sellers pursuant to this Agreement for a period of not less than five (5) years from the Closing Date, or for any longer period as may be required by any Governmental Entity, ongoing litigation, law, regulation, audit or appeal of Taxes, or Tax examination at Purchasers' sole cost and expense. During such period, Purchasers shall: (i) provide Sellers with such documents and information as necessary, consistent with past practice, to complete the accounting books and records of each facility included within the Business as of the Closing Date; and (ii) make such books and records available to Sellers and their Affiliates as may be reasonably required by Sellers and their Affiliates in connection with any legal proceedings against or governmental investigations of Sellers and their Affiliates or in connection with any Tax examination, audit or appeal of Taxes of Sellers and their Affiliates, the Business or the Acquired Assets. Sellers or their Affiliates shall reimburse Purchasers for the reasonable out-of-pocket expenses incurred in connection with any request by Sellers to make available records pursuant to the foregoing sentence. In the event Purchasers wish to destroy or dispose of such books and records after five (5) years from the Closing Date, it shall first give not less than ninety (90) days' prior written notice to Sellers, and Sellers shall have the right, at its option, upon prior written notice given to Purchasers within sixty (60) days of receipt of Purchasers' notice, to take possession of said records within ninety (90) days after the date of Purchasers' notice to Sellers hereunder.

**B.** Purchasers shall, from time to time, at the reasonable request of Sellers, cooperate fully with Sellers in providing Sellers and their Affiliates (as appropriate), to the extent possible through employees formerly employed by Sellers, with technical assistance

and information in respect to any claims brought against Sellers and their Affiliates involving the conduct of the Business prior to Closing, including consultation and/or the appearance(s) of such persons on a reasonable basis as expert or fact witnesses in trials or administrative proceedings. Sellers shall reimburse Purchasers and their Affiliates for their reasonable, actual direct out-of-pocket costs (including travel, employee time, hotels, etc.) of providing such services. In particular, Purchasers agree to: (i) retain all documents required to be maintained by federal, state, national or local legislation or regulations and all documents that may be reasonably required to establish due care or to otherwise assist Sellers and their Affiliates in pursuing, contesting or defending such claims; (ii) make available its documents and records in connection with any pursuit, contest or defense, including documents that may be considered to be "confidential" or subject to trade secret protection (except that: (a) no documents or records protected by the attorney client privilege in favor of Purchasers must be made available if making these documents or records available would cause the loss of this privilege (in any case, however, Purchasers must notify Sellers of the existence of such privileged documents); and (b) Sellers agree to keep confidential documents and records that are confidential or are subject to trade secret protection); (iii) promptly respond to discovery requests in connection with such claim, understanding and acknowledging that the requirements of discovery in connection with litigation require timely responses to interrogatories, requests to produce and depositions and also understanding and acknowledging that any delays in connection with responses to discovery may result in sanctions; (iv) make available, as may be reasonably necessary and upon reasonable advance notice and for reasonable periods so as not to interfere materially with Purchasers' business, mutually acceptable engineers, technicians or other knowledgeable individuals to assist Sellers and their Affiliates in connection with such claim, including investigation into claims and occurrences described in this section and preparing for and giving factual and expert testimony at depositions, court proceedings, inquiries, hearings and trial; and (v) make available facilities and exemplar parts for the sole and limited use of assisting Sellers and their Affiliates in the contest or defense.

**8.10.4. Payment and Collections.** Sellers shall take such action as may be reasonably necessary to segregate payments made or collections received on behalf of Purchasers after Closing, and Purchasers shall take such action as may be reasonably necessary to segregate payments made or collections received on behalf of Sellers after Closing, in order to ensure that the cost of the related Liability or the benefits of the related assets accrue to the appropriate Party in accordance with the terms of this Agreement. To the extent that any such collections are received after Closing in the form of checks or other negotiable instruments payable to the other Party, Sellers or Purchasers, as appropriate, shall promptly take all necessary action to endorse such checks or instruments to permit the appropriate Party to collect the proceeds of such checks and instruments. Sellers shall promptly send Purchasers copies of all remittance advices and checks related to payments received by Sellers with respect to such items. Purchasers shall notify the Business' customers of the change in address of the owner of the Acquired Assets as may be required in order for such customers to properly remit any payments required under any applicable Acquired Asset and Sellers shall cooperate with Purchaser as is reasonably necessary to so notify such customers.

**8.10.5. Intellectual Property Transition Rights.** Purchasers will have the right (including the right to authorize relevant Affiliates) to continue to sell or dispose of any existing inventories or service materials of the Business in existence at the Closing and bearing any trademark, service mark, trade name or related corporate name of Delphi or any Affiliate of Delphi for a period of up to three (3) months after the Closing Date; provided that Purchasers and their Affiliates shall clearly indicate on any written materials related to such sale or disposition,



including business cards, stationery, purchase orders, invoices and the like, that the Business is owned by Purchasers and their Affiliates and is no longer affiliated with, and Purchasers and their Affiliates do not represent, the Sellers or any Affiliate of Sellers.

**8.10.6. Change of Name of the Sale Company.** Purchasers shall cause the applicable Securities Purchaser to change the name of the Sale Company, as necessary, immediately following Closing to a name not containing the word "Delphi", such change to take effect pursuant to the terms of the respective Transfer Agreement governing the sale of the Sale Company.

**8.10.7. Catalyst Co-Development and Supply.** Following the Closing, the Parties intend to discuss in good faith possible catalyst co-development and supply arrangements beyond those contemplated in the Ancillary Agreements.

**8.11. Further Assurances.** If at any time after the Closing any further action is necessary or desirable to carry out the purposes of this Agreement or any of the Ancillary Agreements, each of the Parties will take such further action (including the execution and delivery of such further instructions and documents) as any other Party reasonably may request, all at the sole cost and expense of the requesting Party (unless the requesting Party is entitled to indemnification therefor under this Agreement). Notwithstanding the foregoing, in the event that following the Closing Sellers are required to pay any stay or retention bonuses or make other payments or provide any benefits to any employees at one or more Carved-Out Locations to incentivize such employees to fulfill Sellers' obligations under any Ancillary Agreement, the Seller shall bear the entire cost of any such payments, benefits or incentives.

**8.12. Certain Transactions.** Purchasers shall not acquire or agree to acquire by merging or consolidating with, or by purchasing a substantial portion of the assets of or equity in, or by any other manner, any business or any corporation, partnership, association or other business organization or division thereof, or otherwise acquire or agree to acquire any assets if the entering into of a definitive agreement relating to or the consummation of such acquisition, merger or consolidation would reasonably be expected to: (i) impose any material delay in the obtaining of, or significantly increase the risk of not obtaining, any authorizations, consents, orders, declarations or approvals of any Governmental Entity necessary to consummate the transactions contemplated by this Agreement or the Ancillary Agreements or the expiration or termination of any applicable waiting period; (ii) significantly increase the risk of any Governmental Entity entering an order prohibiting the consummation of the transactions contemplated by this Agreement or the Ancillary Agreements; (iii) significantly increase the risk of not being able to remove any such order on appeal or otherwise; or (iv) materially delay or prevent the consummation of the transactions contemplated by this Agreement or the Ancillary Agreements.

**8.13. Communications with Customers and Suppliers.** Subject to applicable Law, prior to the Closing, Purchaser shall not, and shall cause its Affiliates and representatives not to, contact, engage in any substantive discussions or otherwise communicate with any of the Business' customers, suppliers and others with whom, to Purchaser's knowledge, the Seller has material commercial dealings regarding the Sale (including post-Closing plans for the Business) without obtaining the prior written consent of Seller (which shall not be unreasonably withheld provided, that, except with respect to General Motors and at all times prior to the entry of the Sale Approval Order, such consent may be conditioned upon Seller having the right to designate a representative who is reasonably acceptable to Umicore to participate in any meetings or discussion with any such customers, suppliers or others who is reasonably acceptable to Umicore). Purchasers shall be permitted to disclose the terms of this Agreement to any such customer or supplier, as appropriate, to provide assurances to such customer or supplier with respect to the continued viability of the Business after the Closing. Notwithstanding the foregoing (but subject to applicable Law, and Purchaser's obligations under the Purchaser Confidentiality Agreement), nothing contained herein shall prevent

Purchaser, its Affiliates or representatives from contacting, engaging in discussions with or otherwise communicating with any Person (including the Business' customers, suppliers and others with whom, to Purchaser's knowledge, the Seller has material commercial dealings) regarding any other matter including: (i) program development, sales or purchases by any Purchaser or any of their respective Affiliates to or from such Persons; or (ii) matters that may be competitive with Seller or its Affiliates. Without limiting the foregoing, nothing contained in this Agreement shall prevent or limit the ability of each Purchaser and their respective Affiliates) from competing with each Seller and their respective Affiliates with respect to any matter, including the Business.

**8.14. Permit Transfers.** Sellers shall assist and cooperate with Purchasers with respect to the transfer of or application for any environmental Permits listed pursuant to Section 5.1.20.G that require transfer to Purchasers or procurement of new Permits by Purchasers in connection with the transaction contemplated hereby.

**8.15. Pre-Closing Transfer of Intellectual Property.** Prior to the Closing Date, Delphi will cause all of the Owned Intellectual Property and Licensed Intellectual Property (if any) of Delphi Automotive Systems LLC and Delphi Technologies, Inc. to be transferred, pursuant to documentation (including any necessary registrations of same that need to be filed with any Governmental Entity) in form and substance reasonably satisfactory to Purchasers, to ASEC Manufacturing or another ASEC (as defined on Schedule 1) Filing Affiliate, so that the transfer of the Purchased Intellectual Property to Umicore may be effected as set forth in Schedule 1; provided that such ASEC Filing Affiliate may cause the transfer to be consummated by means of a direct transfer from the record holder of the Purchased Intellectual Property to Umicore, subject to Umicore's consent.

## **9. TERMINATION:**

**9.1. Termination.** Anything contained herein to the contrary notwithstanding, this Agreement may be terminated and the transactions contemplated hereby abandoned at any time prior to the Closing Date:

**9.1.1.** By either Party:

**A.** By mutual written consent of Delphi on behalf of the Sellers and Umicore on behalf of the Purchasers.

**B.** Provided the terminating Party is not in default of its obligations under this Agreement, if consummation of the Sale would violate any non-appealable Final Order of any Antitrust Authority or other Governmental Entity, or as such termination is otherwise permitted under Section 8.4.1.

**C.** If Sellers consummate an Alternative Transaction.

**D.** Provided the terminating Party is not in material breach of its obligations under this Agreement, if the Bankruptcy Court has not entered a Sale Approval Order that is a Final Order on or before the date that is one hundred twenty (120) days after the date of this Agreement (either, a "**Termination Date**").

**E.** Provided the terminating Party is not in material breach of its obligations under this Agreement, if the Closing shall not have occurred within one hundred twenty (120) days after entry of the Sale Approval Order for any reason other than failure to meet

the conditions set forth in Sections 6.1.3 (Approvals) or 6.2.4 (Other Approvals; Collective Bargaining Agreements; Cure Amounts).

**F.** Provided the terminating Party is not in default of its obligations under this Agreement by either Sellers or Purchasers, if the Closing shall not have occurred within two hundred forty (240) days after entry of the Sale Approval Order for any reason.

**9.1.2.** By Purchasers (provided that no Purchaser is in material breach of any representation, warranty, covenant or other agreement contained herein):

**A.** At any time prior to Closing, if a Material Adverse Effect shall have occurred Purchaser may terminate if, in the good faith judgment of Purchaser, such Material Adverse Effect has not been cured and is not capable of being cured within forty-five (45) days of the date of the event giving rise to such Material Adverse Effect; or

**B.** If the Antitrust Authority in any country: (i) determines that it will impose conditions to its approval of the transactions contemplated by this Agreement or does impose such; or (ii) determines that it will file a suit, action or other proceeding before a court or Governmental Entity seeking to restrain or prohibit, or to obtain damages or other relief in connection with, the consummation of the transactions contemplated by this Agreement or does file such, within twenty (20) Business Days after becoming aware of such event so long as such event is continuing at the time of any such termination.

**C.** If (i) Sellers shall have breached or failed to perform in any significant respect any of the covenants or obligations applicable to Sellers under this Agreement and such breach or failure to perform cannot be cured within thirty (30) days from notice of such breach or failure to perform; or (ii) Sellers shall have breached in any significant respect any representation or warranty of Sellers contained in this Agreement and such breach cannot be cured within thirty (30) days from notice of such breach.

**9.1.3.** By Sellers:

**A.** If Sellers accept a Qualified Bid at the Auction other than that of Purchasers, provided that such termination shall be of no effect if Seller does not: (i) enter into an agreement with respect to such Qualified Bid within two (2) Business Days after termination hereunder; and (ii) subsequently complete the Sale to an Alternative Transaction within thirty (30) calendar days of such termination.

**B.** If (provided that no Seller is in material breach of any representation, warranty, covenant or other agreement contained herein): (i) Purchasers shall have breached or failed to perform in any significant respect any of the covenants or obligations applicable to Purchasers under this Agreement and such breach or failure to perform cannot be cured within thirty (30) days from notice of such breach or failure to perform; or (ii) Purchasers shall have breached in any significant respect any representation or warranty of Purchasers contained in this Agreement and such breach cannot be cured within thirty (30) days from notice of such breach.

**9.2. Notice of Termination.** In the event of any termination pursuant to this Article 9, written notice thereof setting forth the reasons therefor shall promptly be given to the other Party and the transactions contemplated by this Agreement shall be terminated, without further action by any Party.

**9.3. Break-Up Fee; Expense Reimbursement; Return of Deposit:**

**9.3.1. Break-Up Fee.** In the event that any Seller sells, transfers, leases or otherwise disposes, directly or indirectly, including through an asset sale, stock sale, merger or other similar transaction, all or substantially all or a material portion of the Business or the Acquired Assets in a transaction or a series of related transactions with one or more parties other than Purchaser in accordance with the Bidding Procedures (such event being an "**Alternative Transaction**"), Sellers shall, within two (2) Business Days after the consummation of the Alternative Transaction(s), pay to Umicore on behalf of the Purchasers an amount equal to Two Million U.S. Dollars (U.S. \$2,000,000) (the "**Break-Up Fee**"), unless the Agreement is then terminable under Section 9.1.1.B, 9.1.2.B or 9.1.3.B; in which case no Break-Up Fee shall be payable. Purchasers shall have a superpriority administrative expense claim pursuant to Section 507(b) of the Bankruptcy Code in the amount of the Break-Up Fee or Expense Reimbursement, as the case may be.

**9.3.2. Expense Reimbursement.** In the event this Agreement is terminated pursuant to Sections, 9.1.1.D, 9.1.1.E, 9.1.1.F, 9.1.2.A or 9.1.2.C or and provided that: (i) no Purchaser is then in material breach of this Agreement for which Sellers had previously notified Purchasers; (ii) in the case of Section 9.1.1.F, this Agreement is not then terminable under Section 9.1.1.B; and (iii) and, in the case of Section 9.1.1.E, the failure or occurrence of the event giving rise to any such termination results solely from the status of Sellers or any action or conduct of a Seller and not from the status of Purchasers or any action or conduct of Purchasers, then Sellers shall be obligated to pay Purchasers an amount equal to Purchasers' reasonable, actual out-of-pocket fees and expenses (including reasonable attorneys' fees, expenses of its financial advisors, and expenses of other consultants) incurred in connection with the transactions contemplated by this Agreement including, but not limited to, the conduct of pre-contract due diligence and the negotiation and drafting of this Agreement and the other documents contemplated herein (the "**Expense Reimbursement**") up to a maximum of One Million Seven Hundred and Fifty Thousand U.S. Dollars (U.S. \$1,750,000). Purchasers shall have a superpriority administrative expense claim pursuant to Section 507(b) of the Bankruptcy Code in the amount of the Break-Up Fee or Expense Reimbursement, as the case may be. Any Expense Reimbursement payable upon termination of this Agreement shall be immediately earned upon such termination and payable by Sellers to Purchasers promptly upon the delivery of an invoice related to such Expense Reimbursement to Sellers by Purchasers to be delivered to Sellers within thirty (30) days of termination of this Agreement; provided, however, that if Sellers believe, in good faith, that the amount of the Expense Reimbursement sought by Purchasers is not reasonable, then Sellers shall have the right, within thirty (30) days of receipt of Purchasers' invoice, to seek Bankruptcy Court review thereof prior to paying such amount.

**9.3.3. Payments.** Payments to Purchasers pursuant to this Section 9.3 shall be by wire transfer of immediately available funds in U.S. Dollars, to such account or accounts as Umicore shall designate in writing.

**9.3.4. Limitations.** Purchasers acknowledge and agree that, in the event that a Purchaser terminates this Agreement or a Seller terminates this Agreement and Purchasers become entitled to receive or receives any Expense Reimbursement, Purchasers shall not be entitled to receive nor shall they receive the Break-Up Fee or any portion thereof, and, conversely, that in the event that Purchasers become entitled to receive or receives any Break-Up Fee, they shall not be entitled to receive nor shall they receive the Expense Reimbursement or any portion thereof.

**9.3.5. Return of Deposit.** In the event this Agreement is terminated for any reason (including an Alternative Transaction) other than pursuant to 9.1.3.B, Escrow Agent shall, pursuant to the Deposit Escrow Agreement, within two (2) Business Days of such termination, pay to Umicore on behalf of the Purchasers the Deposit Amount.

**9.4. Procedure and Effect of Termination.** In the event of termination and abandonment of the transactions contemplated hereby pursuant to Section 9.1, written notice thereof shall forthwith be given to the other Parties to this Agreement, and this Agreement shall terminate (subject to the provisions of this Article 9) and the transactions contemplated by this Agreement shall be abandoned, without further action by any of the parties hereto. If this Agreement is terminated as provided herein no Party shall have any Liability or further obligation to any other Party resulting from such termination except for the provisions of: (i) Purchasers' obligations under the Purchaser Confidentiality Agreement; (ii) Article 9 (Termination); (iii) Sections 4.2 (Deposit Amount), 13.2 (Notice), 13.3 (Assignment), 13.4 (Entire Agreement), 13.5 (Waiver), 13.8 (Expenses), 13.12 (Governing Law), 13.13 (Public Announcements), 13.14 (Venue and Retention of Jurisdiction) and 13.17 (Dispute Resolution), all of which shall remain in full force and effect; and (iv) no party waives any claim or right against a breaching party in respect of any of its representations, warranties, covenants or agreements set forth in this Agreement occurring prior to such termination; provided, however, that in the event Purchasers are entitled to and do receive the Deposit Amount, the Break-Up Fee or Expense Reimbursement, as the case may be, the right of Purchasers to receive such amounts shall constitute Purchaser's sole remedy for (and such amounts shall constitute liquidated damages in respect of) any breach by any Seller of any of its representations, warranties, covenants or agreements set forth in this Agreement. In connection with any termination of this Agreement, all filings, applications and other submissions made pursuant to the transactions contemplated by this Agreement shall, to the extent practicable, be withdrawn from the agency or Person to which made.

**9.5. Conflicts.** To the extent there exists any conflict or ambiguity between Section 9.1.1.D, on the one hand, and Sections 11.10 and 11.11, on the other hand, in respect of Purchasers' right to terminate this Agreement, (a) Section 9.1.1.D shall control with respect to Purchasers' initial bid as represented by this Agreement, and (b) Sections 11.10 and 11.11 shall control with respect to any subsequent bid submitted by the Purchasers in connection with the Auction.

## **10. OTHER TAX MATTERS:**

**10.1. General.** Except as provided below with respect to the Sale Company, Sellers will be liable for and pay all Taxes imposed on the Business for all periods or portions of periods before and through the Closing Date (including all capital gain, income or similar Taxes (and specifically not including transfer Taxes) triggered by this Agreement and/or the consummation of the transactions contemplated by this Agreement), and Purchasers will be liable for and pay all transfer Taxes triggered by the consummation of the transactions contemplated by this Agreement and Taxes imposed on the Business for all periods or portions of periods after the Closing Date. For example, and not by way of limitation, the Purchaser agrees to reimburse the Seller for any tax professionelle, tax fonchière and other taxes that have been paid by the Sellers and relate to any taxable year or period after the Closing Date.

**10.2. Sale Company Taxes.** With respect to the Sale Company:

**10.2.1. Sellers' Liability.** Sellers will be liable for and pay all Taxes imposed on the Sale Company, or for which the Sale Company may be liable: (i) for any taxable year or period that ends on or before the Closing Date; and (ii) with respect to any period commencing before and ending after the Closing Date (a "**Straddle Period**"), the portion of such Straddle Period ending on and including the Closing Date net of the Sale Company Current Tax Amount (including any capital

gain, income or similar tax triggered by this Agreement and/or the consummation of the transactions contemplated by this Agreement, and any obligations to contribute to the payment of a Tax determined on a consolidated, combined or unitary basis with respect to any group of corporations that includes any Seller and any Taxes resulting from the Sale Company ceasing to be a member of such group). Notwithstanding the foregoing, in the event that the Taxes of the Sale Company for the Straddle Period are less than the Sale Company's Current Tax Amount, the Purchasers shall refund such positive differential to the Sellers subject to offset for any other amount owed by Sellers pursuant to this Article 10. For avoidance of doubt, Sellers will receive the benefit of the utilization of any tax loss carryover existing at December 31, 2006 during the portion of the Straddle Period ending on and including the Closing Date for purposes of determining the Sale Company Current Tax Amount. For purposes of clarification and not limitation, Sellers are responsible for all Straddle Period Taxes that exceed the Sale Company Current Tax Amount.

**10.2.2. Purchasers' Liability.** Purchasers will be liable for and pay all Taxes imposed on the Sale Company for any taxable year or period that begins after the Closing Date and, with respect to any Straddle Period, the portion of such Straddle Period beginning after the Closing Date provided, however, that Purchasers will not be liable for or pay, and will not indemnify Sellers against, any Taxes for which Sellers are liable under this Agreement.

**10.2.3. Straddle Period Allocations.** For purposes of this Section 10.2, Taxes for a Straddle Period will be allocated between the portion of the Straddle Period that ends at the end of the Closing Date and the remaining portion of the Straddle Period in the following manner:

**A.** Any Tax based upon or related to income, revenue, receipts or wage and salary payments will be allocated based on a "closing of the books" as of the end of the Closing Date.

**B.** Real and personal property Taxes with respect to any assets of the Sale Company will be prorated based on the ratio of the number of days in the portion of the Straddle Period ending on the Closing Date to the total number of days in the Straddle Period. Sales and use taxes will be deemed to accrue as property is purchased, sold, used, or transferred. All other taxes (other than those specified in this Section 10.2.3) will accrue in accordance with local generally accepted accounting principles.

**10.2.4. Tax Sharing Agreements.** All tax sharing agreements or similar agreements with respect to or involving the Sale Company will be terminated as of the Closing Date and, after the Closing Date, the Sale Company will not be bound thereby or have any Liability thereunder.

**10.2.5. Refunds and Tax Benefits.** Any Tax refunds with respect to the Sale Company that are received by Purchasers or the Sale Company, and any amounts credited against Tax of the Sale Company to which Purchasers or the Sale Company becomes entitled, that relate to Taxable Periods or portions thereof ending on or before the Closing Date will be for the account of Sellers, and Purchasers will pay over to Sellers any such refund or the amount of any such credit (to the extent such refund or credit is within the control of the Purchasers or any Subsidiary) within sixty (60) days after receipt or entitlement thereto.

**10.3. Tax Returns:**

**10.3.1. Taxable Periods Ending on or Before the Closing Date:**

**A.** Sellers will prepare or cause to be prepared and file or cause to be filed all Tax Returns that are required to be filed for the Sale Company for all Taxable Periods ending on or prior to the Closing Date that are required to be filed on or prior to the Closing Date. All Tax Returns which Sellers are required to file or cause to be filed in accordance with this section will be prepared and filed in a manner consistent with past practice and, on such Tax Returns, no position will be taken, election made or method adopted that is inconsistent with positions taken, elections made or methods used in preparing and filing similar Tax Returns in prior periods. Without limiting the generality of the foregoing, Sellers will not, in such Tax Returns, adopt a new position, election or method which would have the effect of deferring income to periods for which Purchasers are liable under this Article 10 or accelerating deductions to periods for which Sellers is liable under this Article 10 unless required by applicable Laws without the prior consent of Purchasers, which consent will not be unreasonably withheld. Sellers will provide to Purchasers copies of income tax returns reasonably in advance of their filing and at least thirty (30) calendar days before such returns are required to be filed. Purchasers will notify Sellers of any proposed revisions within fifteen (15) calendar days after receipt of such income tax returns from Sellers. Purchasers and Sellers agree to attempt to resolve in good faith any dispute concerning the reporting of any item on such income tax returns in a timely fashion before filing date. Nothing in this Agreement will be construed as preventing Sellers or Sale Company from timely filing of any income tax returns.

**B.** Purchasers will prepare or cause to be prepared and file or cause to be filed all Tax Returns that are required to be filed for the Sale Company for all Taxable Periods ending on or prior to the Closing Date that are required to be filed after the Closing Date. Without limiting the generality of the foregoing, Purchasers will not, in such Tax Returns, adopt a new position, election or method which would have the detrimental effect in a period for which Sellers are liable under this Article 10, unless required by applicable Laws, without the prior consent of Sellers which consent will not unreasonably be withheld.

**10.3.2. Taxable Periods Beginning Before and Ending After the Closing Date (Straddle Periods).** Purchasers will prepare or cause to be prepared and file or cause to be filed any Tax Returns of the Sale Company that are required to be filed for Straddle Periods. Purchasers will provide to Sellers copies of all such Tax Returns for Straddle Periods (together with a calculation of the allocation pursuant to Section 10.2.3 of the Tax shown on each such Tax Return between the portion of the Straddle Period ending on the Closing Date and the portion of the Straddle Period starting on the day after the Closing Date) at least thirty (30) calendar days before such Tax Returns are required to be filed. Sellers will notify Purchasers of any proposed revisions to such Tax Returns (or such allocation) within fifteen (15) calendar days after receipt of such Tax Returns from Purchasers. Purchasers and Sellers agree to attempt to resolve in good faith any dispute concerning the reporting of any item on such Tax Return in a timely fashion before filing date. Nothing in this Agreement will be construed as preventing Purchasers or the Sale Company from timely filing of any Tax Returns. Sellers will pay to Purchasers within fifteen (15) calendar days after an agreement is reached on the above-mentioned allocation of Straddle Period taxes (as determined pursuant to Section 10.2.3).

**10.4. Audits and Adjustments.** The Purchasers will inform Sellers of any pending or threatened Tax audits or assessments of, or with respect to, Taxes for which Sellers are responsible under this Agreement; provided, however, that the failure of Purchasers to provide timely notice will not affect the obligations of Sellers hereunder except to the extent (if any) that Sellers' ability to contest such Tax assessment has been prejudiced by such failure. For tax periods ending on and including the Closing Date, Sellers will control the conduct of any such audit or proceeding but will not dispose of any such audit or proceeding in a manner that would result in the Sale Company adopting a position or method or election which could have the effect of deferring income to periods for which Purchasers are liable under this Article 10 or accelerating deductions to period for which Sellers are liable under this Article 10 or could reasonably result in an adverse consequence to Purchasers in respect of a tax period for which Purchasers are liable under this Article 10 without the consent of the Purchasers which shall not be unreasonably withheld. For tax periods ending on and including the Closing Date, Purchasers and their legal or tax advisor will have the right to attend and participate in all relevant meetings with the authorities and Purchasers will provide all information which sellers may reasonably request in connection therewith. For the Straddle Period, Purchasers will control the conduct of any such audit or proceeding but will not dispose of any such audit or proceeding in a manner that would result in the Sale Company adopting a position or method or election which could reasonably result in adverse consequences on Taxes for which Sellers are liable during the Straddle Period under this Article 10 or could reasonably result in an adverse consequence to Sellers in respect of a tax period for which Sellers are liable under this Article 10 without the consent of the Sellers which shall not be unreasonably withheld. For the Straddle Period, Sellers and their legal or tax advisor will have the right to attend and participate in all relevant meetings with the authorities and Purchasers will provide all information which Sellers may reasonably request in connection therewith. Each party will bear its own expenses in connection with such audits or proceedings. Sellers will be responsible for the payment of any Tax deficiency resulting from such audit insofar as and to the extent provided herein and in all cases without any offset against any deferred tax assets.

**10.5. Sales or Transfer Taxes.** Sellers and Purchasers will use commercially reasonable efforts and cooperate in good faith to exempt (including by the Seller seeking approval of such exception in the Sale Motion) the sale, conveyance, assignments, transfers and deliveries to be made to the Purchasers hereunder from any sales taxes, documentary and stamp taxes, transfer, documentary, sales, use, registration, recording, stamp, use, gross receipts, excise, value-added, and other such taxes (including all applicable real estate transfer taxes, but excluding any taxes based on or attributable to income or gains) and related fees (including notarial fees as well as any penalties, interest and additions to tax) ("**Transfer Taxes**") payable in connection with such sale, conveyance, assignments, transfers and deliveries, to the extent provided in the Sale Approval Order, in accordance with Section 1146(c) of the Bankruptcy Code. If Bankruptcy Court approval is granted for such exemption, then any instrument transferring the acquired assets to the Purchasers will contain the following endorsement:

Because this [instrument] has been authorized pursuant to Order of the United States Bankruptcy Court for the Southern District of New York relating to a chapter 11 plan of [Seller], it is exempt from transfer taxes, stamp taxes, or similar taxes pursuant to 11 U.S.C. § 1146(c).

To the extent not exempt under Section 1146 of the Bankruptcy Code and approved in the Sale Approval Order, such Transfer Taxes arising out of or incurred in connection with this Agreement will be borne solely by Purchasers. The party that is legally required to file a Tax Return relating to Transfer Taxes will be responsible for preparing and timely filing such Tax Return. Delphi will prepare the Transfer Tax returns for which Delphi is responsible as soon as is practicable and provide Umicore with a copy to review not less than fifteen (15) days in advance of the deadline for such return. Umicore agrees to provide Delphi with comments in sufficient time to enable Delphi to timely file the return and pay the Transfer Tax and



Delphi shall use commercially reasonable efforts to incorporate such comments. Purchaser will also be liable for the Chinese recapture duty and VAT on tangible assets retained by Seller and sold to Purchaser that have not been used more than five (5) years at their current location.

**10.6. Purchasers Covenants and Indemnity.** Except as otherwise provided herein, Purchasers agree that they will pay when due all Taxes for which they are responsible pursuant to this Agreement and will indemnify and hold Sellers (or any entity that is controlled directly or indirectly by Sellers) harmless from and against Liability for such Taxes and any Loss related to such Liability. Payment by Purchasers of any amount due to Sellers under this Section 10.6 will be made within thirty calendar days following written notice by Sellers that payment of such amounts to the appropriate taxing authority is due, provided that Sellers will provide to Purchasers reasonable and sufficient documentation establishing the amount of any such Loss.

**10.7. Sellers Covenants and Indemnity.** Except as otherwise provided herein, Sellers agree that they will pay when due all Taxes for which any Seller is responsible pursuant to the provisions of this Agreement and will indemnify and hold Purchasers (or the Sale Company or other entity that is controlled directly or indirectly by any Purchaser) harmless from and against Liability for such Taxes and any Loss related to such Liability. Payment by any Seller of any amount due under this Section 10.7 will be made within thirty calendar days following written notice by Purchasers to Sellers that payment of such amounts to the appropriate taxing authority is due, provided that Purchasers will provide to Sellers reasonable and sufficient documentation establishing the amount of any such Loss.

**10.8. Purchase Price Adjustment.** Any payments made pursuant to the provisions of this Article 10 will be treated for income tax purposes as an adjustment to the Purchase Price consistent with Section 4.8.3.

**10.9. Customs Duties.** The Purchasers expressly agree to reimburse Sellers for all customs-related duties, fees and associated costs incurred by Sellers with respect to the Acquired Assets following the Closing, including all such duties, fees and costs incurred in connection with co-loaded containers that clear customs intentionally or unintentionally under Sellers' importer/exporter identification numbers and bonds/guarantees post-Closing.

## **11. BIDDING PROCEDURES:**

**11.1. Delphi Initial Bankruptcy Actions.** This Article 11 sets forth the bidding procedures (the "**Bidding Procedures**") to be employed with respect to the Agreement and the sale (the "**Sale**") of the Purchased Assets. The Sale is subject to competitive bidding as set forth herein and approval by the Bankruptcy Court in the Sale Approval Order. The following overbid provisions and related bid protections are designed to compensate the Purchasers for their efforts and agreements to date and to facilitate a full and fair process (the "**Bidding Process**") designed to maximize the value of the Purchased Assets for the benefit of Sellers' and their Affiliates' creditors, shareholders and bankruptcy estate.

**11.2. Qualified Bidder.** Unless otherwise ordered by the Bankruptcy Court or as otherwise determined by Delphi, in order to participate in the Bidding Process, each person (a "**Potential Bidder**"), other than the Purchaser, must deliver (unless previously delivered) to Sellers no later than 4 P.M. (EST) on the fifth (5<sup>th</sup>) Business Day following the entry of the Bidding Procedures Order:

**11.2.1.** An executed confidentiality agreement substantially similar to the Purchaser Confidentiality Agreement.

**11.2.2.** Current audited financial statements of the Potential Bidder, or, if the Potential Bidder is an entity formed for the purpose of acquiring the Purchased Assets and the Business, current audited financial statements of the equity holders of the Potential Bidder who shall guarantee the obligations of the Potential Bidder, or such other form of financial disclosure and credit-quality support or enhancement acceptable to Sellers and their financial advisors; and

**11.2.3.** A preliminary (non-binding) proposal regarding: (i) the purchase price range; (ii) any assets and/or equity interests expected to be excluded; (iii) the structure and financing of the transaction (including, but not limited to, the sources of financing for the Purchase Price and the requisite Good Faith Deposit); (iv) any anticipated regulatory approvals required to close the transaction, the anticipated time frame and any anticipated impediments for obtaining such approvals; (v) any conditions to closing that it may wish to impose in addition to those set forth in this Agreement; and (vi) the nature and extent of additional due diligence it may wish to conduct and the date by which such due diligence will be completed.

A Potential Bidder that delivers the documents described in the previous subparagraphs above and whose financial information and credit-quality support or enhancement demonstrate the financial capability of the Potential Bidder to consummate the Sale if selected as a successful bidder, and that the Sellers determine in their sole discretion is likely (based on availability of financing, experience and other considerations) to be able to consummate the Sale within the time frame provided by this Agreement shall be deemed a "**Qualified Bidder**". Notwithstanding the foregoing, Purchasers shall be deemed a Qualified Bidder for purposes of the Bidding Process.

**11.3. Due Diligence.** Sellers shall afford each Qualified Bidder due diligence access to the Purchased Assets and the Business. Due diligence access may include management presentations as may be scheduled by Sellers, access to data rooms, on site inspections and such other matters which a Qualified Bidder may request and as to which Sellers, in their sole discretion, may agree to. Sellers shall designate an employee or other representative to coordinate all reasonable requests for additional information and due diligence access from Qualified Bidders. Any additional due diligence shall not continue after the Bid Deadline. Sellers may, in their discretion, coordinate diligence efforts such that multiple Qualified Bidders have simultaneous access to due diligence materials and/or simultaneous attendance at management presentations or site inspections. Neither Sellers nor any of its Affiliates (or any of their respective representatives) shall be obligated to furnish any information relating to Purchased Assets and the Business to any Person other than to Qualified Bidders who make an acceptable preliminary proposal.

**11.4. Bid Deadline.** A Qualified Bidder that desires to make a bid shall deliver the Required Bid Documents to: Delphi Automotive Systems LLC, 5725 Delphi Drive, Troy, Michigan 48098 Attention: Steven P. DeRaedt, Director, Mergers & Acquisitions, with copies to: (i) Sellers' counsel, Skadden, Arps, Slate, Meagher & Flom LLP, at 333 West Wacker Drive, Chicago, Illinois 60601-1285, Attention John K. Lyons and Brian M. Fern; (ii) Sellers' financial advisor, Credit Suisse First Boston, at 11 Madison Avenue, New York, New York 10010-3629, Attention Spyros Svoronos; (iii) counsel to the official committee of unsecured creditors appointed in the Bankruptcy Cases (the "**Committee**"), Latham & Watkins LLP, 885 Third Avenue, New York, New York 10022, Attention: Robert J. Rosenberg; and (iv) counsel for the agent under Delphi's post petition credit facility, Davis Polk & Wardwell, 450 Lexington Avenue, New York, New York 10017, Attention: Donald S. Bernstein and Brian Resnick; so as to be received not later than 11:00 A.M. (EST), on a date to be determined by Delphi that is at least five (5) Business Days before the date of Sale Hearing (the "**Bid Deadline**"). As soon as reasonably practicable following receipt of each Qualified Bid, Sellers will deliver complete copies of all items and information enumerated in the section below entitled "Bid Requirements" to counsel for the Official Committee of Equity Security Holders (the "**Equityholders' Committee**"). At the same time that Sellers notify the Potential Bidder that it is a

Qualified Bidder, Sellers shall allow the Qualified Bidder to begin to conduct due diligence with respect to the Purchased Assets and the Business as provided in Section 11.3 above.

**11.5. Bid Requirements.** All bids must include the following documents (the "**Required Bid Documents**"):

**11.5.1.** A letter stating that the bidder's offer is irrevocable until two (2) Business Days after the closing of the Sale of the Purchased Assets.

**11.5.2.** An executed copy of this Agreement, together with all schedules marked (a "**Marked Agreement**") to show those amendments and modifications to such agreement and schedules that the Qualified Bidder proposes, including this Purchase Price (as defined in this Agreement).

**11.5.3.** A good faith deposit (the "**Good Faith Deposit**") in the form of a certified bank check from a U.S. bank or by wire transfer (or other form acceptable to Sellers in their sole discretion) payable to the order of Delphi (or such other party as Sellers may determine) in an amount equal to 1.75% of such bidder's gross (pre-adjustment) Purchase Price (rounded to the nearest \$100,000).

**11.5.4.** Written evidence of a commitment for financing or other evidence of ability to consummate the proposed transaction satisfactory to Sellers and its advisors.

**11.6. Qualified Bids.** A bid will be considered only if the bid:

**11.6.1.** Is on terms and conditions (other than the amount of the consideration and the particular Liabilities being assumed) that are substantially similar to, and are not materially more burdensome or conditional to Sellers than, those contained in the Agreement.

**11.6.2.** Is not conditioned on obtaining financing or on the outcome of unperformed due diligence by the bidder.

**11.6.3.** Proposes a transaction that Delphi determines, in the good faith opinion of its senior management, after consultation with its financial advisors, is not materially more burdensome or conditional than the terms of the Agreement and has a value, either individually or, when evaluated in conjunction with any other Qualified Bid, greater than or equal to the sum of the Purchase Price plus the amount of the Break-Up Fee, plus \$1,000,000: (i) in the case of the initial Qualified Bid; and (ii) in the case of any subsequent Qualified Bids, over the immediately preceding highest Qualified Bid.

**11.6.4.** Is not conditioned upon any bid protections, such as a break-up fee, termination fee, expense reimbursement or similar type of payment.

**11.6.5.** Contains an acknowledgement and representation that the bidder: (i) has had an opportunity to conduct any and all due diligence regarding the Purchased Assets prior to making its offer; (ii) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Purchased Assets in making its bid; and (iii) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express, implied, by operation of law or otherwise, regarding the Purchased Assets, or the completeness of

any information provided in connection therewith or the Auction, except as expressly stated in the Agreement or the Marked Agreement.

**11.6.6.** Includes a commitment to consummate the purchase of the Purchased Assets (including the receipt of any required governmental or regulatory approvals) within not more than fifteen (15) days after entry of an order by the Bankruptcy Court approving such purchase, subject to the receipt of any governmental or regulatory approvals which must be obtained within sixty (60) days after entry of such order.

**11.6.7.** Is received by the Bid Deadline; provided, however, that Delphi shall have a one-time right to extend the Bid Deadline up to a maximum of five (5) Business Days, but Delphi is not obligated to do so. If Delphi extends the Bid Deadline, it will promptly inform all of the Qualified Bidders of such extension.

A bid received from a Qualified Bidder will constitute a "**Qualified Bid**" only if it includes all of the Required Bid Documents and meets all of the above requirements; provided, however, Delphi will have the right, in its sole discretion, to entertain bids for the Acquired Assets that do not conform to one or more of the requirements specified herein and deem such bids to be Qualified Bids. Notwithstanding the foregoing, the Purchaser shall be deemed a Qualified Bidder, and the Agreement shall be deemed a Qualified Bid, for all purposes in connection with the bidding process, the Auction, and the Sale. A Qualified Bid will be valued based upon factors such as the net value provided by such bid and the likelihood and timing of consummating such transaction. Each Qualified Bid other than that of the Purchaser is referred to as a "**Subsequent Bid**".

If Sellers do not receive any Qualified Bids other than the Agreement received from the Purchaser, Sellers will report the same to the Bankruptcy Court and will proceed with the Sale pursuant to the terms of the Agreement.

**11.7. Bid Protection.** Recognizing the Purchaser's expenditure of time, energy and resources, Sellers have agreed to provide certain bidding protections to the Purchaser. Specifically, Sellers have determined that the Agreement will further the goals of the Bidding Procedures by setting a floor for which all other Qualified Bids must exceed. As a result, Sellers have agreed that if Umicore and the other Purchaser are not the Successful Bidder, Sellers shall, in certain circumstances, pay to the Purchaser a Break-Up Fee. In the event the Agreement is terminated pursuant to certain other provisions thereof, then Sellers shall be obligated to pay only the Purchaser's Expense Reimbursement. The payment of the Break-Up Fee or the Expense Reimbursement (as applicable) shall be governed by the provisions of this Agreement and the Bidding Procedures Order.

**11.8. Auction Bidding Increments and Bids Remaining Open.** If Sellers receive one (1) or more Qualified Bids in addition to this Agreement, Sellers will conduct an auction (the "**Auction**") of the Purchased Assets and the Business upon notice to all Qualified Bidders who have submitted Qualified Bids at the offices of Skadden, Arps, Slate, Meagher & Flom LLP, Four Times Square, New York, New York 10036 (at Delphi's election) or other place as Delphi shall notify all Qualified Bidders who have submitted Qualified Bids, at a time to be determined by Delphi (but in no event later than the second (2nd) Business Day prior to the Sale Hearing), in accordance with the following procedures:

**11.8.1.** Only Delphi, Umicore, any representative of the Committee and the Equityholder's Committee, any representative of Delphi's post-petition credit facility (and the legal and financial advisers to each of the foregoing), and any Qualified Bidder who has timely

submitted a Qualified Bid shall be entitled to attend the Auction, and only Umicore and Qualified Bidders will be entitled to make any subsequent Qualified Bids at the Auction.

**11.8.2.** At least three (3) Business Days prior to the Auction, each Qualified Bidder who has timely submitted a Qualified Bid must inform Delphi whether it intends to participate in the Auction and at least two (2) Business Day prior to the Auction, Delphi shall provide copies of the Qualified Bid or combination of Qualified Bids which Sellers believe is the highest or otherwise best offer to all Qualified Bidders who have informed Delphi of their intent to participate in the Auction.

**11.8.3.** All Qualified Bidders who have timely submitted Qualified Bids shall be entitled to be present for all Subsequent Bids with the understanding that the true identity of each bidder shall be fully disclosed to all other bidders and that all material terms of each Subsequent Bid will be fully disclosed to all other bidders throughout the entire Auction.

**11.8.4.** Sellers may employ and announce at the Auction additional procedural rules that are reasonable under the circumstances (e.g., the amount of time allotted to make Subsequent Bids) for conducting the Auction, provided that such rules are not inconsistent with these Bidding Procedures, the Bankruptcy Code or any order of the Bankruptcy Court entered in connection herewith.

**11.8.5.** Bidding at the Auction shall begin with the highest or otherwise best Qualified Bid or combination of Qualified Bids and continue in minimum increments of at least \$1,000,000 higher than the previous bid or bids. The Auction shall continue in one or more rounds of bidding and shall conclude after each participating bidder has had the opportunity to submit one or more additional Subsequent Bid with full knowledge and written confirmation of the then-existing highest bid or bids. For the purpose of evaluating the value of the consideration provided by Subsequent Bids (including any Subsequent Bid by Purchaser), Sellers shall give effect to any Break-Up Fee or Expense Reimbursement that may be payable to Purchaser under the Agreement as well as any assets and/or equity interests to be retained by any Seller.

**11.8.6.** At the conclusion of the foregoing steps in the Auction, or as soon thereafter as practicable, Sellers, in consultation with their advisors, shall: (i) review each Qualified Bid on the basis of financial and contractual terms and the factors relevant to the sale process, including those factors affecting the speed and certainty of consummating the sale; and (ii) identify the highest or otherwise best offer(s) for the Purchased Assets and the Business received at the Auction (the "**Successful Bid(s)**") and the bidder(s) making such bid, the "**Successful Bidder(s)**").

**11.9. Acceptance of Qualified Bids.** Sellers shall sell the Purchased Assets for the highest or otherwise best Qualified Bid to the Successful Bidder upon the approval of such Qualified Bid by the Bankruptcy Court after a hearing (the "**Sale Hearing**"). If, after an Auction in which the Purchasers: (i) shall have bid an amount in excess of the consideration presently provided for in the Agreement with respect to the transactions contemplated under the Agreement; and (ii) is the Successful Bidder, it shall, at the Closing under the Agreement, pay, in full satisfaction of the Successful Bid, an amount equal to: (a) the amount of the Successful Bid; less (b) the Break-Up Fee.

Sellers' presentation of a particular Qualified Bid to the Bankruptcy Court for approval does not constitute Sellers' acceptance of the bid. Sellers will be deemed to have accepted a bid only when the bid has been approved by the Bankruptcy Court at the Sale Hearing.

**11.10. Sale Hearing.** The Sale Hearing shall be held before the Honorable Judge Robert Drain on August 16, 2007 at 10:00 a.m. (prevailing Eastern time) in the United States Bankruptcy Court for the Southern District of New York, located in New York, New York, but may be adjourned or rescheduled without further notice by an announcement of the adjourned date at the Sale Hearing (subject, however to Section 9.1.1.E. above). If Delphi does not receive any Qualified Bids (other than the Qualified Bid of the Purchasers), Delphi will report the same to the Bankruptcy Court at the Sale Hearing and will proceed with a sale of the Purchased Assets to the Purchasers following entry of the Sale Order. If Delphi does receive additional Qualified Bids, then, at the Sale Hearing, Delphi shall seek approval of the Successful Bid(s), and, at Delphi's election, one or more next highest or best Qualified Bid(s) (the "**Alternate Bid(s)**" and such bidder(s), the "**Alternate Bidder(s)**"). Sellers' presentation to the Bankruptcy Court of the Successful Bid(s) and Alternate Bid(s) shall not constitute Sellers' acceptance of either or any such bid(s), which acceptance shall only occur upon approval of such bid(s) by the Bankruptcy Court at the Sale Hearing. Following approval of the sale to the Successful Bidder(s), if the Successful Bidder(s) fail(s) to consummate the sale because of: (i) failure of a condition precedent beyond the control of either Sellers or the Successful Bidder; or (ii) a breach or failure to perform on the part of such Successful Bidder(s), then the Alternate Bid(s) shall be deemed to be the Successful Bid(s) and Sellers shall effectuate a sale to the Alternate Bidder(s) subject to the terms of the Alternate Bid(s) of such alternate Bidder(s) without further order of the Bankruptcy Court.

**11.11. Return of Good Faith Deposit.** Good Faith Deposits of all Qualified Bidders (except for the Successful Bidder) shall be held in an interest-bearing escrow account and all Qualified Bids shall remain open (notwithstanding Bankruptcy Court approval of a sale pursuant to the terms of one or more Successful Bids by one or more Qualified Bidders), until two (2) Business Days following the closing of the Sale (the "**Return Date**"). Notwithstanding the foregoing, the Good Faith Deposit, if any, submitted by the Successful Bidder(s), together with interest thereon, shall be applied against the payment of the Purchase Price upon closing of the Sale to the Successful Bidder(s). If a Successful Bidder fails to consummate an approved sale because of a breach or failure to perform on the part of such Successful Bidder, such Successful Bidder will forfeit its Good Faith Deposit, and such Good Faith Deposit shall irrevocably become property of Sellers in full and final satisfaction of any and all Liabilities of defaulting Successful Bidder to Seller with respect to the Sale. On the Return Date, Sellers shall return the Good Faith Deposits of all other Qualified Bidders, together with the accrued interest thereon.

**11.12. Modifications.** Sellers, after consultation with the agents for their secured lenders and the Committee: (i) may determine, which Qualified Bid, if any, is the highest or otherwise best offer; and (ii) may reject at any time, any bid (other than the Purchasers' bid) that is: (a) inadequate or insufficient; (b) not in conformity with the requirements of the Bankruptcy Code, the Bidding Procedures or the terms and conditions of the Sale; or (c) contrary to the best interests of Sellers, their estate and creditors as determined by Sellers in their sole discretion.

**12. SURVIVAL OF REPRESENTATIONS, WARRANTIES AND COVENANTS; INDEMNIFICATION:**

**12.1. Sellers' Agreement to Indemnify.** If the Closing occurs, subject to the terms and limitations of this Article 12, from and after the Closing: (i) each Seller that is a Non-Filing Affiliate, severally, with respect solely to such Seller; and (ii) in the case of the Sale Company only, Delphi and DASHI, jointly and severally, shall indemnify and hold harmless each Purchaser and its Affiliates, directors, members, managers, officers, employees and their respective Affiliates (collectively, the "**Purchaser Indemnified Parties**") from and against all Losses incurred by a Purchaser Indemnified Party (such Losses actually incurred by either a Purchaser Indemnified Party or a Seller Indemnified Party are referred to as "**Indemnifiable Losses**"), as a result of or arising out of: (A) any misrepresentation, breach, default or

failure to perform or satisfy by any Non-Filing Affiliate or, with respect to the Sale Company, DASHI under any of the representations and warranties of such Non-Filing Affiliate, DASHI or the Sale Company set forth in this Agreement or in any document, agreement or certificate delivered by any Non-Filing Affiliate, DASHI (with respect to the Sale Company) or the Sale Company to any such Purchaser at Closing; (B) Retained Liabilities or Excluded Assets that are retained by any such Non-Filing Affiliate; or (C) a breach or default of any agreement or covenant of any such Non-Filing Affiliate in this Agreement that, by its terms, is intended to be performed by such Seller after the Closing Date. Purchasers agree that, except as contemplated by this Article 12, from and after the Closing, the indemnification provided in this Article 12 is the exclusive remedy for a breach by any Seller of any agreement or covenant contained in this Agreement that, by its terms, is intended to be performed by such Non-Filing Affiliate at or after the Closing.

**12.2. Specific Performance.** Sellers acknowledge that the Purchased Assets to be sold and delivered to Purchasers pursuant to this Agreement and the covenants and agreements of Sellers contained herein, including with respect to non-competition in Section 8.10.1.A, are unique and that Purchasers have no adequate remedy at law if Sellers shall fail to perform any of their obligations hereunder intended to be performed by any Seller after the Closing, and Sellers therefore confirm and agree that Purchasers' right to specific performance is essential to protect the rights and interests of Purchasers. Accordingly, in addition to any other remedies which Purchasers may have, Purchasers shall have the right to seek equitable remedies, including specific performance in any of the courts of the United States, any state or other political subdivision thereof or any foreign jurisdiction.

**12.3. Purchasers' Agreement to Indemnify.** If the Closing occurs, subject to the terms of this Article 12, from and after the Closing, Purchasers shall indemnify and hold harmless each Seller and its Affiliates, directors, members, managers, officers, employees and their respective Affiliates (together with the Purchaser Indemnified Parties, each an "**Indemnified Party**") from and against all Indemnifiable Losses incurred by Sellers as a result of or arising out of: (i) any misrepresentation, breach, default or failure to perform or satisfy by any Purchaser under any of the representations and warranties set forth in this Agreement or in any document, agreement or certificate delivered by any Purchaser to any such Seller at Closing; (ii) the Assumed Liabilities, the Acquired Assets or the Sale Securities; (iii) a breach of any agreement or covenant of any Purchaser contained herein that, by its terms, is intended to be performed after the Closing Date; or (iv) except as otherwise provided in Section 12.1, the conduct of the Business or the ownership of the Acquired Assets after Closing, other than Liabilities relating to environmental matters, for which Section 12.6 shall provide the exclusive basis for indemnification. Sellers agree that, except as contemplated by this Article 12, from and after the Closing the indemnification provided in this Article 12 is the exclusive remedy for a breach by any Purchaser of any agreement or covenant contained in this Agreement that, by its terms, is intended to be performed after the Closing, and that there shall be no remedy for breach by any Purchaser of a representation or warranty or any breach of a covenant or agreement that, by its terms, is intended to be performed prior to the Closing.

**12.4. Third Party Indemnification.** The obligations of any Party (such Party, the "**Indemnifying Party**") to indemnify any Indemnified Party under Sections 12.1 or 12.3 with respect to Indemnifiable Losses incurred by the Indemnified Party, resulting from the assertion of Liability by third parties (including Governmental Entities) (a "**Third Party Indemnification Claim**"), shall be subject to the following terms and conditions:

**12.4.1.** Any Indemnified Party against whom any Third Party Indemnification Claim is asserted shall give the Indemnifying Party written notice of any such Third Party Indemnification Claim promptly after learning of such Third Party Indemnification Claim (with such notice satisfying the requirements of Section 13.2, as the case may be), and the Indemnifying Party may,

at its option, undertake the defense thereof by representatives of its own choosing and shall provide written notice of any such undertaking to the Indemnified Party. Failure to give prompt written notice of an Third Party Indemnification Claim hereunder shall not affect the Indemnifying Party's obligations under this Article 12, except to the extent that the Indemnifying Party is actually prejudiced by such failure to give prompt written notice. The Indemnified Party shall, and shall cause its employees and representatives to, cooperate with the Indemnifying Party in connection with the settlement or defense of such Third Party Indemnification Claim and shall provide the Indemnifying Party with all available information and documents concerning such Third Party Indemnification Claim. If the Indemnifying Party, within thirty (30) days after written notice of any such Third Party Indemnification Claim, fails to assume the defense of such Third Party Indemnification Claim, the Indemnified Party against whom such claim has been made shall (upon further written notice to the Indemnifying Party) have the right to undertake the defense, compromise or settlement of such claim on behalf of and for the account and risk, and at the expense, of the Indemnifying Party, subject to the right of the Indemnifying Party to assume the defense of such Third Party Indemnification Claim at any time prior to settlement, compromise or final determination thereof upon written notice to the Indemnified Party. For purposes of clarification, the term "party" as used in the first sentence of this paragraph means, collectively, each of the Purchasers or each of the Non-Filing Affiliates, as the case may be.

**12.4.2. Escrow Claim.** If any claim for indemnification is made by a Purchaser Indemnified Party pursuant to this Article 12 prior to the eighteen (18) month anniversary of the Closing, such a Purchaser Indemnified Party shall first apply to the Escrow Agent for reimbursement of such claim in accordance with the provisions of the Closing Escrow Agreement prior to seeking reimbursement for such claim provided that nothing herein shall change any of Purchaser's obligation to follow the procedures for indemnification hereunder.

**12.4.3.** Anything in this Section 12.4 to the contrary notwithstanding: (i) the Indemnified Party shall not settle a claim for which it is indemnified without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld, conditioned or delayed; and (ii) the Indemnifying Party shall not enter into any settlement or compromise of any action, suit or proceeding, or consent to the entry of any judgment for relief other than monetary damages to be borne by the Indemnifying Party, without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed.

**12.5. Limitations.** Each Purchaser's and Seller's right to seek indemnification pursuant to this Section 12 shall be subject to the following limitations.

**12.5.1.** Except as expressly provided in Section 12.5.2 or 12.5.3, the respective representations and warranties and related indemnities of the Non-Filing Affiliates and, with respect to the Sale Company, DASHI and Delphi set forth in this Agreement, and the post-Closing indemnity obligations of the Non-Filing Affiliates and DASHI and Delphi with respect to the Sale Company for breach of such representations and warranties as set forth in this Article 12, shall survive for a period of eighteen (18) months following the Closing. Except as expressly set forth in the preceding sentence with respect to DASHI and Delphi, the representations and warranties of the Filing Subsidiaries will not survive Closing. All other covenants contained in Section 8.10 hereof to be performed after Closing, shall survive the Closing in accordance with their terms until expiration of the applicable statute of limitations unless otherwise set forth herein.

**12.5.2.** Notwithstanding Section 12.5.1 above, the representations and warranties set forth in (and the post-Closing indemnity obligations as set forth in this Article 12 of Non-Filing



Affiliates, and with respect to the Sale Company, DASHI and Delphi or Purchasers, as the case may be, for breach of such representations and warranties): Sections 5.1.2 (Corporate Power; Due Authorization), 5.1.5.A (Title to Personal Property), 5.1.16.B (Marketable Title) and 5.2.2 (Corporate Power; Due Authorization) shall survive the Closing indefinitely.

**12.5.3.** Notwithstanding Section 12.5.1 above, the representations and warranties set forth in (and the post-Closing indemnity obligations as set forth in this Article 12 of Non-Filing Affiliates and, with respect to the Sale Company, DASHI or Purchasers, as the case may be, for breach of such representations and warranties): (i) Sections 5.1.7 (Intellectual Property Assets), 5.1.15 (Regulatory Matters), 5.1.17 (Tax Matters), 5.1.21 (Product Claims) and 5.2.11 (Anti-Money Laundering) will survive until expiration of the applicable statute of limitations; and (ii) Section 5.1.20 (Environmental Representations and Warranties) will survive for three (3) years after Closing.

**12.5.4.** In the case of Claims under Sections 12.1(i) or 12.2(i) (representations), an Indemnifying Party will only be responsible for the amount of all Indemnifiable Losses which, in the aggregate exceeds Three Hundred Twenty-Five Thousand Dollars (\$325,000.00) ("**Deductible Amount**"), after which point an Indemnifying Party will be obligated to indemnify an Indemnified Party from and against Indemnifiable Losses that are in excess of the Deductible Amount, subject to the Individual Claim Amounts, if applicable; provided, however, any Liability of the: (x) Non-Filing Affiliates under subsections (B) of Section 12.1; or (y) the Purchasers under subsection (ii) of Section 12.3 shall be dollar-for-dollar without regard to the Deductible Amount or the Indemnification Cap. In determining whether or not the threshold for the Deductible Amount has been met, the amount of all Special Claim Matters shall be counted without regard to whether the amount of any particular Special Claim Matter meets or exceeds the Individual Claim Amount. Furthermore, in determining whether the threshold for the Deductible Amount or Indemnification Cap has been met for purposes of this Section 12.5.4 the indemnification obligation of all of the Purchasers and all of the Sellers, respectively, shall be aggregated without regard to the particular Purchaser or Seller against whom indemnification was sought. For example, if Purchaser A has a claim against Seller 1 for \$200,000 and Purchaser B has a claim against Seller 2 for \$200,000, the total Indemnifiable Losses would exceed \$325,000 and, thus, the Purchasers could seek indemnification hereunder for \$75,000.

**12.5.5.** Notwithstanding any provision of Section 12.5.4 to the contrary, in the case of Claims under Section 12.6 (Environmental Matters), or relating to Excluded Liabilities relating solely to Product warranty or Product returns (the "**Special Claim Matters**"), the Purchaser shall not be permitted to make a Claim for indemnification pursuant to this Article 12 unless the individual Claim or series of related Claims relates to an Indemnifiable Loss equal to or greater than Twenty-Five Thousand Dollars (\$25,000.00) ("**Individual Claim Amount**"). For purposes of clarification, except as set forth in the preceding sentence, no other type of Claim shall be subject to any minimum amount or size.

**12.5.6.** The aggregate amount of Indemnifiable Losses indemnified by the combined Indemnifying Parties that are Purchasers or Sellers, as the case may be, shall not exceed an amount equal to fifty percent (50%) of the Purchase Price (not taking into account any adjustments thereto), after which point such Indemnifying Party(s) will have no further obligation with respect to Indemnifiable Losses under this Agreement; provided, however, that no individual Indemnifying Party shall be obligated to indemnify any Indemnified Party from and against Indemnifiable Losses in excess of one hundred percent (100%) of the Purchase Price for the Acquired Assets sold by such

Indemnifying Party. The term "**Cap Amount**" refers to the maximum amount payable by an Indemnifying Party or all Indemnifying Parties that are Purchasers or Sellers, as the case may be.

**12.5.7.** In the absence of fraud by any Seller, the Purchasers shall not be entitled to rescission.

**12.5.8.** Claims made by one Party against the other Party for failure to pay an amount owed by one Party pursuant to Article 4 shall not be subject to any of the provisions or the limitations set forth in Section 12.5. Notwithstanding the foregoing, no Party to the Agreement shall be entitled to make any claim under this Article 12 to the extent, but only to such extent, that the item for which such claim was made resulted in a Preliminary Purchase Price adjustment pursuant to Sections 4.6 or 4.7 that was paid in full by the other Party.

**12.5.9.** In calculating amounts payable to the Indemnified Party, the amount of any Indemnifiable Losses shall be determined without duplication of any other Indemnifiable Losses for which an Indemnified Party has made a claim for indemnification pursuant to this Agreement.

**12.5.10.** Any written notice delivered by an Indemnified Party to an Indemnifying Party seeking indemnification pursuant to this Agreement with respect to Indemnifiable Losses suffered by the Indemnified Party shall set forth, with as much specificity as is reasonably practicable, the basis of the claim for Indemnifiable Losses, the sections of this Agreement which form the basis for the claim, copies of all material written materials relating to such claim and, to the extent reasonably practicable, a reasonable estimate of the amount of the Indemnifiable Losses that have been or may be sustained by the Indemnified Party.

**12.5.11.** Any indemnity amounts payable by the Indemnifying Party to or on behalf of an Indemnified Party pursuant to this Agreement (including any indemnity payment made under this Article 12) shall be reduced by any Tax benefit arising from the claim, loss or damage for which the indemnity is being paid, including any increase in deductions, credits or losses of such Indemnified Party (or any of its Affiliates) but shall be increased to make such Indemnified Party (and any of its Affiliates) whole for any Tax detriment arising from the indemnification payment itself. In the case of Tax benefits consisting of depreciation, amortization or other similar deductions, the Tax benefit amount will be based on the net present value of such deductions using a discount rate equal to the mid-term applicable federal rate in effect on the day on which the indemnification payments are due. Any calculations of the Tax benefit under this Section 12.5.11 shall be determined assuming such Indemnified Party pays Taxes at the highest combined marginal Tax rate for applicable U.S. federal, foreign, state and local Taxes.

**12.5.12.** Notwithstanding any other provision of this Agreement, in no event shall any Indemnified Party be entitled to indemnification pursuant to this Agreement to the extent any Indemnified Party's Indemnifiable Losses were attributable to Indemnified Party's own gross negligence or willful misconduct.

**12.5.13.** Nothing in this Article 12 shall limit any party in exercising or securing any remedies provided by applicable statutory or common law in connection with this Agreement or in the amount of damages that it can recover from the other in the event that any party successfully proves fraud, intentional misconduct, or fraudulent conduct in connection with this Agreement and/or the Transactions.

**12.6. Environmental Matters:**

**12.6.1. Indemnification of Seller and Purchaser:**

**A.** Subject to the provisions of this Agreement, and solely with respect to the Listed Real Property included in the Acquired Assets or real property held by the Sale Company ("**Indemnified Real Property**"), the appropriate Seller shall indemnify the appropriate Purchaser solely for Environmental Damages arising from Pre-Closing Environmental Contamination and Pre-Closing Environmental Compliance Matters at the Indemnified Real Property.

**B.** Subject to the provisions of this Agreement, and solely with respect to the Indemnified Real Property, Purchaser shall indemnify Sellers for Environmental Damages arising from Post-Closing Environmental Contamination and Post-Closing Environmental Compliance Matters.

**C.** To the extent feasible, Pre-Closing Environmental Contamination and Pre-Closing Environmental Compliance Matters shall be determined based on the Phase I and Phase II environmental investigations to be conducted prior to Closing by Purchasers at the Indemnified Real Property, and the reports from such investigations shall document pre-Closing baseline conditions ("**Baseline Environmental Conditions**").

**D.** Subject to the provisions of this Agreement, including, without limitation, the next sentence, for those Environmental Damages arising from circumstances that may be considered both: (i) Pre-Closing Environmental Contamination and Post-Closing Environmental Contamination; or (ii) Pre-Closing Environmental Compliance Matters and Post-Closing Environmental Compliance Matters, such Environmental Damages shall be allocated between the Parties in proportion to the extent that such Environmental Damages arose pre- or post-Closing, and each Party shall indemnify the other for its share as determined by such allocation.

**E.** Section 12.4 shall apply to any third party environmental claims.

**F.** Section 13.17 shall apply to any disputes between the parties as to environmental matters.

**12.6.2. Limitations on Liability.** Claims relating to environmental matters that are Retained Liabilities are not subject to the limitations of this Article 12 regarding the Deductible Amounts and Cap Amounts. Claims relating to the environmental matters that are based on a breach of Section 5.1.20 are subject to the limitations of this Article 12 regarding the Deductible Amounts and Cap Amounts. In addition, neither Party shall be liable under this Agreement for Environmental Damages:

**A.** In the case of Environmental Claims arising from Pre-Closing Environmental Compliance Matters or Post-Closing Environmental Compliance Matters (as the case may be), unless written notice of such claim has been served on the non-claiming Party on or before three (3) years following the Closing Date.

**B.** In the case of Environmental Claims arising from a Pre-Closing Environmental Contamination or Post-Closing Environmental Contamination (as the case

may be), unless written notice of such claim has been served on the non-claiming Party on or before three (3) years following the Closing Date.

C. Where the indemnified party uses the Indemnified Real Property for a use other than an industrial use substantially similar to such use in effect at the Closing, or seeks to or changes the zoning or land use classification of the Indemnified Real Property to a classification more sensitive than the industrial classification in effect at Closing.

**12.6.3. Remediation of Environmental Damage:**

A. Where an Environmental Damage arises out of Environmental Contamination, the non-claiming Party shall be responsible for Remedial Works or the redressing of an Environmental Compliance Matter ("**Remedy**") to no less but no more than the Remediation Standards allowed by applicable Environmental Laws; such Remedial Works may be determined, in compliance with applicable Environmental Laws using risk assessment and related risk evaluation methods. Remedial Work shall be conducted using the commercially reasonable methods of investigation, corrective measures, remediation and/or containment (including the use of institutional controls or deed restrictions for use of the property for industrial purposes only).

B. The non-claiming Party shall, where a Remedy is required pursuant to this Agreement, shall conduct such Remedy in a reasonably expeditious manner.

C. The conduct of a Remedy shall be as follows:

(i) The non-claiming Party shall prepare appropriate work plans or scopes of work to satisfactorily undertake and complete the Remedy under this Agreement; such Party will provide the other Party with an opportunity to review and comment on such work plans or scopes of work, which comments the non-claiming Party should adopt where such comments do not materially increase any cost or Liability of the Remedy;

(ii) When requested, the claiming Party shall cooperate with the non-claiming Party in any communications with the appropriate Competent Authority;

(iii) Where a Seller is the non-claiming Party, such Seller will take all reasonable steps to avoid interfering with Purchaser's operation or use of the Indemnified Real Property, and Purchaser will reasonably cooperate with such Seller including providing access to the Indemnified Real Property and the use of utilities in the conduct of the Remedy;

(iv) Where applicable the non-claiming Party shall provide copies of all relevant correspondence sent to and received from a Competent Authority, and keep the non-claiming Party reasonably apprised of the progress of the conduct of the Remedy;

(v) The claiming Party shall have the right to observe all Remediation work; and

(vi) The conduct of the Remedy shall be deemed complete when, as the case may be:

(1) The non-claiming Party has received approval regarding the Remedy by an applicable Governmental Entity; or

(2) Subject to Section 12.6.3.A of this Agreement, the remedy meets the Remediation Standards which are allowed by applicable Environmental Laws.

**13. MISCELLANEOUS:**

**13.1. Bulk Sales Laws.** Each Seller and Purchaser hereby waive compliance by Sellers with the provisions of the bulk sales Law of any state or foreign jurisdiction.

**13.2. Notices.** Except as otherwise provided in Article 11 hereto, all notices, requests, consents or other communications permitted or required under this Agreement shall be in writing and shall be deemed to have been given when personally delivered, or when sent if sent via facsimile (with receipt confirmed), or on the first Business Day after being sent by reputable overnight carrier, or on the third Business Day after being sent by registered or certified first class mail (with receipt confirmed), to the following:

**If to Sellers:**                   **DELPHI CORPORATION**  
5725 Delphi Drive  
Troy, Michigan 48098  
Attn: President - Delphi Energy & Chassis Systems  
Fax No.: 248-813-4301

**With a copy to:**           **DELPHI CORPORATION**  
5725 Delphi Drive  
Troy, Michigan 48098  
Attn: Deputy General Counsel - Transactional & Restructuring  
Fax No.: 248-813-2491

**If to Purchasers:**       **UMICORE**  
Broekstraat 31 Rue du Marais  
Brussels B-1000  
Belgium  
Attn: Alain Godefroid  
Fax No.: (IAC) 32-2-227-7913

**With a copy to:**       **GOODWIN | PROCTER LLP**  
901 New York Avenue, N.W.  
Washington, DC 20001  
Attn: J. Hovey Kemp  
Fax No.: 202-346-4444

provided, however, if either Party shall have designated a different addressee by notice, then to the last addressee so designated.

**13.3. Assignment.** This Agreement shall be binding and inure to the benefit of the successors and assigns of each of the Parties, but no rights, obligations, duties or Liabilities of either Party may be assigned without the prior written consent of the other, which shall not be unreasonably withheld.

**13.4. Entire Agreement.** This Agreement, together with the Ancillary Agreements and the Purchaser Confidentiality Agreement, represents the entire agreement and understanding between the Parties with respect to the transactions contemplated herein. This Agreement supersedes all prior agreements, understandings, arrangements, covenants, representations or warranties, written or oral, by any officer, employee or representative of either Party dealing with the subject matter hereof.

**13.5. Waiver.** Any waiver by any Seller or Purchaser of any breach or of a failure to comply with any provision of this Agreement: (i) shall be valid only if set forth in a written instrument signed by the Party to be bound; and (ii) shall not constitute, or be construed as, a continuing waiver of such provision, or a waiver of any other breach of, or failure to comply with, any provision of this Agreement. At any time prior to the Closing Date, the Parties may: (a) extend the time for the performance of any of the obligations or other acts of the other Parties hereto; (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto; and (c) waive compliance with any of the agreements or conditions contained herein. Except as otherwise expressly provided herein, any agreement on the part of a Party to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such Party.

**13.6. Severability.** Should any provision, or any portion thereof, of this Agreement for any reason be held invalid or unenforceable, such decision shall not affect the validity or enforceability of any of the other provisions, or portions thereof, of this Agreement, which other provisions, and portions, shall remain in full force and effect, and the application of such invalid or unenforceable provision, or portion thereof, to persons or circumstances other than those as to which it is held invalid or unenforceable shall be valid and be enforced to the fullest extent permitted by Law.

**13.7. Amendment.** This Agreement may only be amended only in writing by duly authorized representatives or officers of Delphi and Umicore.

**13.8. Expenses.** Except as otherwise expressly provided in Section 9.3 of this Agreement or an Ancillary Agreement, each Party shall be responsible for its own expenses incurred in connection with the preparation of this Agreement, the performance of its obligations hereunder and the consummation of the transactions contemplated hereby.

**13.9. Third Parties.** Nothing contained in this Agreement, express or implied, is intended to or shall be construed to confer upon or give to any person, firm, corporation, association, labor union or trust (other than the Parties, their Affiliates and their respective permitted successors and assigns), any claims, rights or remedies under or by reason of this Agreement.

**13.10. Headings.** The headings contained in this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement.

**13.11. Counterparts.** More than one counterpart of this Agreement may be executed by the Parties, and each fully executed counterpart shall be deemed an original. Signatures may be sent by facsimile or other form of electronic transmission.

**13.12. Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of New York and, to the extent applicable the Bankruptcy Code, without giving effect to rules governing the conflict of laws.

**13.13. Public Announcements.** Sellers and Purchasers will consult with each other before issuing any press releases or otherwise making any public statements with respect to this Agreement or the transactions contemplated hereby, and shall not issue any press release or make any public statement without mutual consent, except as may be required by Law and then only with such prior consultation, or in connection with the Bankruptcy Cases.

**13.14. Venue and Retention of Jurisdiction.** All actions brought, arising out of or related to the transactions contemplated in this Agreement shall be brought in the Bankruptcy Court, and the Bankruptcy Court shall retain jurisdiction to determine any and all such actions.

**13.15. Risk of Loss.** Prior to the Closing, all risk of loss, damage or destruction to all or any part of the Acquired Assets or the Business shall be borne exclusively by the Sellers.

**13.16. Enforcement of Agreement.** The Parties hereto agree that irreparable damage would occur in the event that any provision of this Agreement was not performed in accordance with its specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, this being in addition to all other remedies available at law or in equity.

**13.17. Dispute Resolution.** Sellers and Purchasers will, in the first instance, attempt to settle any and all claims or disputes arising in connection with this Agreement or any Transfer Agreement by good faith negotiations by senior management of each party. If the dispute is not resolved by senior management within thirty (30) days after delivery of a written request for such negotiation by either party to the other, either party may make a written demand (the "**Demanding Party**") for formal dispute resolution (the "**Notice**") and specify therein in reasonable detail the nature of the dispute. Within fifteen (15) business days after receipt of the Notice, the receiving party (the "**Defending Party**") shall submit to the other a written response. The Notice and the response shall include: (i) a statement of the respective party's position and a summary of arguments supporting that position; and (ii) the name and title of the executive who will represent that party and of any other person who will accompany the executive to meetings of the parties. Within fifteen (15) Business Days after such written response, the executives (and others named in the Notice or response) will meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored promptly. All negotiations pursuant to this Section 13.17 are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. In any case, the Parties agree not to commence any litigation actions until the expiration of ninety (90) days after the date of the Notice, and all such actions are subject to Section 13.14 above.

**13.18. No Right of Setoff.** Neither party hereto nor any Affiliate thereof may deduct from, set off, holdback or otherwise reduce in any manner whatsoever any amount owed to it hereunder or pursuant to any Ancillary Agreement against any amounts owed hereunder or pursuant to any Ancillary Agreement by such Persons to the other party hereto or any of such other party's Affiliates.

**13.19. Limitation on Damages.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, INCLUDING ARTICLE 12, IN NO EVENT SHALL PURCHASER OR SELLER BE LIABLE FOR, OR BEAR ANY OBLIGATION IN RESPECT OF, ANY PUNITIVE, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND OR

CHARACTER OR ANY DAMAGES RELATING TO, OR ARISING OUT OF, DIMINUTION IN  
VALUE, LOST PROFITS OR CHANGES IN RESTRICTIONS ON BUSINESS PRACTICES.

**[Signature Pages to Follow]**



**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized officers.

**PURCHASERS:**

**UMICORE** (on behalf of itself and its  
Affiliates to be signatories hereto)

By: \_\_\_\_\_  
**Thomas Leysen**  
Chief Executive Officer

By: \_\_\_\_\_  
**Marc Grynberg**  
Executive Vice President

**SELLERS:**

**DELPHI CORPORATION**

By: \_\_\_\_\_  
**John P. Arle**  
Vice President and Treasurer

**DELPHI AUTOMOTIVE SYSTEMS  
(HOLDING), INC.**

By: \_\_\_\_\_  
**John P. Arle**  
Chief Financial Officer and Treasurer

**EXHAUST SYSTEMS CORPORATION**

By: \_\_\_\_\_  
**John P. Arle**  
Assistant Treasurer

**ENVIRONMENTAL CATALYSTS, LLC**

By: \_\_\_\_\_  
**John P. Arle**  
Assistant Treasurer

**ASEC MANUFACTURING (ASEC)**

By: **ENVIRONMENTAL CATALYSTS,  
LLC**

**ASEC SALES (ASEC)**

By: **ENVIRONMENTAL CATALYSTS,  
LLC**

By: \_\_\_\_\_  
**John P. Arle**  
Assistant Treasurer

By: \_\_\_\_\_  
**John P. Arle**  
Assistant Treasurer

**By: EXHAUST SYSTEMS  
CORPORATION**

**By: EXHAUST SYSTEMS  
CORPORATION**

By: \_\_\_\_\_  
**John P. Arle**  
Assistant Treasurer

By: \_\_\_\_\_  
**John P. Arle**  
Assistant Treasurer

## LIST OF SCHEDULES

<u>DESIGNATION</u>	<u>DESCRIPTION</u>
Schedule A	Sellers' Knowledge
Schedule 1	Detail of Sellers and Purchasers
Schedule 1.3.1	Sales Office Acquired Assets
Schedule 1.3.2.1	Acquired Carved-Out Manufacturing Location Assets
Schedule 1.4.1	Third Party Bailed Assets
Schedule 1.4.4	Excluded Financial Contracts
Schedule 1.4.6	Excluded Intellectual Property
Schedule 1.4.20	Other Excluded Assets
Schedule 1.7	Certain Assigned Contracts
Schedule 3.2.1	Offer of Employment
Schedule 3.2.4	Recent Benefit Announcements
Schedule 4.6.1	Net Working Capital Methodology
Schedule 4.6.2	Adjustments for Changes in Owned PGMs
Schedule 4.6.5	Methodology for Determining Benefits Adjustment
Schedule 4.6.6	Assumed PTO Calculation Methodology
Schedule 4.7.1.1	Closing PGM Inventory Methodology
Schedule 4.8.1	Allocation of Purchase Price
<a href="#">Schedule 4.6.9</a>	<a href="#">U.S. Employee-Related Credit</a>
Schedule 5.1.3	No Violations
Schedule 5.1.5.A	Title to Personal Property
Schedule 5.1.5.C	Other Inventory Locations
Schedule 5.1.5.D	Machinery, Equipment and Capitalized Tools (Value Greater than U.S. \$25,000)
Schedule 5.1.6	Litigation
Schedule 5.1.7.A.1	Owned Intellectual Property
Schedule 5.1.7.A.2	Licensed Intellectual Property
Schedule 5.1.7.A.3	Software
Schedule 5.1.7.C	Rights Granted to Third Parties
Schedule 5.1.7.D	Intellectual Property Litigation Claims
Schedule 5.1.7.F	Infringement of Purchased Intellectual Property
Schedule 5.1.8	Insurance
Schedule 5.1.9	Compliance and Permit Exceptions
Schedule 5.1.11	Third Party Consents
Schedule <del>5.1.13</del> <a href="#">5.1.12</a>	<del>Absence of Certain Changes</del> <a href="#">July Projections</a>
Schedule 5.1.14.A	Listed Contracts
Schedule 5.1.14.B	Listed Contracts - Exceptions
Schedule 5.1.15	Regulatory Matters
Schedule 5.1.16.A	Real Property
Schedule 5.1.16.B	Title Exceptions to Real Property
Schedule 5.1.17.D	Tax Returns
Schedule 5.1.17.G	Other Tax
Schedule 5.1.17.K	Tax Rulings
Schedule 5.1.18	Sale Securities
Schedule 5.1.19.A	Current Employees
Schedule 5.1.19.B	Exceptions to Sellers' Performance
Schedule 5.1.19.C	Benefit Plans
Schedule 5.1.19.C(ii)	Compliance
Schedule 5.1.19.C(iii)	Triggering of Obligations

**DESIGNATION**

**DESCRIPTION**

Schedule 5.1.19.C(iv)	Funding of Seller Benefit Plans
Schedule 5.1.19.D	Collective Bargaining Agreements
Schedule 5.1.19.E	Grievance, Labor Negotiations
Schedule 5.1.20	Environmental
Schedule 5.1.22	Accounts Receivable
Schedule 5.2.13	Shelf Tulsa Collective Bargaining Agreement
Schedule 7.2.1	Fuel Reformer Patents
Schedule 7.2.2	Fuel Reformer Patent License
Schedule 7.2.6	Transition Services Agreement
Schedule 7.2.7	Atmospheric Catalyst License
Schedule 7.2.8(i)	Testing Services Agreement – Luxembourg
Schedule 7.2.8.(ii)	Testing Services Agreement – Flint
Schedule 7.2.9(i)	Canning Supply Agreement Term Sheet – Shanghai
Schedule 7.2.9(ii)	Canning Supply Agreement Term Sheet – Clayton
Schedule 7.2.10(i)	Toll Manufacturing Agreement Term Sheet – Shanghai
Schedule 7.2.10(ii)	Toll Manufacturing Agreement Term Sheet – Clayton
Schedule 7.2.10(iii)	Toll Manufacturing Agreement Term Sheet – San Luis Potosi
Schedule 7.2.11	Closing Escrow Agreement
<del>Schedule 8.1.6</del>	<del>Currently Contemplated PGM Initiatives</del>
Schedule <del>8.1.8</del> <a href="#">8.1.7</a>	Other Current Assets and Liabilities
Schedule 8.2	Counterpart Signature Page to Master Sale and Purchase Agreement
Schedule 8.5	Operation of the Business Pending Closing
Schedule 8.8	Closing Date Assumed PTO Obligations Schedule
Annex I	Sample Calculation of Purchase Price Adjustments

**SCHEDULE 1**

**DETAILS OF SELLERS AND PURCHASERS**

<b><u>Manufacturing Facility</u></b>	<b><u>Asset/ Stock</u></b>	<b><u>Sale Company</u></b>	<b><u>Seller</u></b>	<b><u>Purchaser</u></b>
San Luis Potosi, Mexico	Asset		AS Catalizadores Ambientales, S.A. de C.V. (ASCA)	Umicore Autocat USA Inc. (USA) or Unimet S.A. de C.V.(Mexico)
Port Elizabeth, South Africa	Stock (100%)	Delphi Catalyst South Africa (Proprietary) Ltd.	Delphi Automotive Systems (Holding), Inc.	Umicore Finance Luxembourg S.A. (Luxembourg)
Shanghai, China	Asset	N/A	Shanghai Delphi Emission Control Systems Company, Ltd. (China)	UMS (Shanghai) Ltd (China) or Umicore Autocat China Ltd
Florange, France	Asset	N/A	Delphi Diesel Systems France SAS	NewCo SAS (France)
Clayton, Australia	Asset	N/A	Delphi Automotive Systems Australia Ltd.	Umicore Autocat USA (USA) or UMS Australia Ltd (Australia)
Tulsa, Oklahoma	Asset	N/A	Exhaust Systems Corporation; Environmental Catalysts, LLC; ASEC Man and ASEC Sales (ASEC)**	Umicore Autocat USA Inc. (USA)  Umicore <sup>1</sup>
Maharashtra, India	Asset	N/A	Delphi Automotive Systems Pvt. Ltd.	To be decided for each agreement what non-Indian Umicore company will take it over
<b><u>Technical Centers</u></b>				
Flint, Michigan	Asset	N/A	ASEC	Umicore Autocat USA Inc. (USA)  Umicore <sup>1</sup>
Bascharage, Luxembourg	Asset	N/A	Delphi Automotive Systems Luxembourg S.A.	NewCo S.A. (Luxembourg)

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<sup>1</sup> All Intellectual Property included in the Acquired Assets shall be acquired by Umicore.

<u><b>Manufacturing Facility</b></u>	<u><b>Asset/ Stock</b></u>	<u><b>Sale Company</b></u>	<u><b>Seller</b></u>	<u><b>Purchaser</b></u>
<b><u>Sales Offices</u></b> ***				
Italy	Asset	N/A		Local Umicore company
Germany	Asset	N/A		Local Umicore company
Japan	Asset	N/A		Local Umicore company
India	Asset	N/A		Local Umicore company
Troy, Michigan	Asset	N/A		Local Umicore company

\*\*ASEC Man is 50% owned by Environmental Catalysts, LLC (**EC LLC**) and 50% owned by Exhaust Systems Corporation (**ESC**); ASEC Sales is 50.1% owned by EC LLC and 49.9% owned by ESC.

\*\*\* Assets consist of computers and, in some cases, vehicles. The following employees supporting technical and sales activities are Employees of the Sales Offices: India - 1; Italy – 1; Japan – 2; Troy, MI - 4; and Germany – 1, and would need to be relocated on or before the Closing Date.

Document comparison done by Workshare DeltaView on Wednesday, August 15, 2007  
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Document 2	file://C:/Documents and Settings/bz9z0l/My Documents/Winword/Margaret/Miscellaneous/PEGASUS/MSA/UMICORE/MSA Umicore-Delphi 0081507 - POST-AUCTION REVISIONS.doc
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<b>Legend:</b>	
<u>Insertion</u>	
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Split/Merged cell	
Padding cell	

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	Count
Insertions	84
Deletions	79
Moved from	6
Moved to	6
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Format changed	0
Total changes	175

**SCHEDULE 4.6.9**

**U.S. EMPLOYEE-RELATED CREDIT**

**Tulsa Severance Reimbursement:**

For each employee on the Tulsa payroll, who becomes a Hired Current Employee in excess of 66-2/3% of the aggregate number of active (as of the Closing Date) hourly and salaried employees at the Business' Tulsa, Oklahoma location (which, in no event, shall be greater than 295 total employees), Umicore shall be entitled to a U.S. Employee-Related Credit equal to \$52,000 per Hired Current Employee up to a maximum of 100 additional Hired Current Employees.

**Flint/Troy Severance Reimbursement:**

For each U.S. Corporate Employee or employee at the Business' Michigan location that becomes a Hired Current Employee, Umicore shall be entitled to a U.S. Employee-Related Credit equal to \$75,000 per Hired Current Employee up to a maximum of 28 Hired Current Employees.



**SCHEDULE 4.8.1**

**ALLOCATION OF PRELIMINARY PURCHASE PRICE**

The Preliminary Purchase Price shall be allocated as follows

		<b><u>Purchase Price Allocation</u></b> <b><u>\$ USD MM</u></b>
1.	AS Catalizadores Ambientales, S.A. de C.V. Sale of Assets	3.7
2.	Shares of Delphi Catalysts South Africa (Proprietary) Ltd. Sale of Shares	6.0
3.	Shanghai Delphi Emission Control Systems Company, Ltd. (China) Sale of Assets	12.0
4.	Delphi Diesel Systems France SAS Sale of Assets	19.3
5.	Delphi Automotive Systems Australia Ltd. Sale of Assets	0.2
6.	All Acquired Assets of Filing Affiliates other than under item 2 above	33.4
7.	Delphi Automotive Systems Pvt. Ltd. Maharashtra, India Sale of Assets	0.4
	<b>Total</b>	<b>75.0</b>

# **EXHIBIT E**

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PARTY / FUNCTION
Fumio Koma	Baker & McKenzie	The Prudential Tower	13-10 Nagatacho 2-Chome	Chiyoda	Tokyo	100-0014	Japan	Counsel for Tosch Corporation
DG Englebrecht	Impala Platinum Limited	No. 2 Fricker Road		Illovo		2196	South Africa	Marketing Executive for Impala Platinum Limited
Andrew J. Flame; David P. Primack	Drinker, Biddle & Reath LLP	1100 N. Market Street	Suite 1000	Wilmington	DE	19801		Counsel for QEK Global Solutions (US) LP
Ashok Kumar	A-1 Specialized Services & Supplies, Inc.	P.O. Box 270		Croydon	PA	19021		Owner of A-1 Specialized Services & Supplies, Inc.
Barbara Lee Caldwell	Hebert Schenk, P.C.	4742 North 24th Street	Suite 100	Phoenix	AZ	85016		Counsel for Maricopa County Treasurer
Dennis J. Drebsky; William Thomas	Nixon Peabody LLP	437 Madison Avenue		New York	NY	10022		Counsel for Corning Incorporated
Douglas C. Bernstein	Plunkett Cooney PC	38505 Woodward Avenue		Bloomfield	MI	48304		Co-Counsel for Denso International America, Inc.
Frank F. Velocci	Drinker, Biddle & Reath LLP	140 Broadway	39th Floor	New York	NY	10005		Counsel for QEK Global Solutions (US) LP
Jay Selanders	Kutak Rock LLP	1010 Grand Blvd.	Suite 500	Kansas City	MO	64106-2220		Counsel for Chrysler
Jeffrey R. Gleit; David S. Rosner; Adam L. Schiff; Daniel A. Fliman	Kasowitz, Benson, Torres & Friedman LLP	1633 Broadway		New York	NY	10019		Counsel for Contrarian
Marc E. Richards	Blank Rome LLP	The Chrysler Building	405 Lexington Avenue	New York	NY	10174-0208		Co-Counsel for Denso International America, Inc.
Mike O'Hayer	Law Offices of Michael O'Hayer	22 North Walnut St.		West Chester	PA	19380		Counsel for A-1 Specialized Services & Supplies, Inc.

CREDITORNAME	CREDITORNOTICENAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
3m Auto Div Ceramics Mat Dept		10746 Innovation Rd Bldg 17 1		Cottage Grove	MN	55016	
A 1 Specialized Services		2707 State Rd		Croydon	PA	19021-0270	
A 1 Specialized Services & Supplies Inc		PO Box 270		Croydon	PA	19021	
A Tech Inc		PO Box 2704		Tulsa	OK	74107	
A W Chesterton Co		PO Box 3351		Boston	MA	02241	
Aberdeen Dynamics Supply Inc		17717 E Admiral Pl		Tulsa	OK	74158-2510	
Aberdeen Dynamics Supply Inc		Dept 1160		Tulsa	OK	74182	
Academic Press		PO Box 861213		Orlando	FL	32886-1213	
Acctknowledge		PO Box 8039		Tulsa	OK	74101-8039	
Accurate Threaded Fasteners Inc Atf Inc	Pia N Thompson Sachnoff & Weaver Ltd	10 S Wacker Dr		Chicago	IL	60606-7507	
Ace American Insurance Company	Margery N Reed Esq Duane Morris LLP	30 S 17th St		Philadelphia	PA	19103-4196	
Acrison Inc		20 Empire Blvd		Moonachie	NJ	07074	
Acrison Inc		20 Empire Blvd		Moonachie	NJ	07074-1303	
Acrison Inc		PO Box 380		Moonachie	NJ	07074	
Ad Tape & Label Co Inc		W140 N9504 Fountain Blvd	PO Box 637	Menomonee Falls	WI	53052-0637	
Adair	Jason M	1118 S Spinnacier Dr		Oolagah	OK	74053	
Adair Co Mo	Adair Co Collector	County Courthouse	106 W Washington St	Kirksville	MO	63501	
Adams County In	Adams County Treasurer	313 W Jefferson St		Decatur	IN	46733	
Addison Village Of	Treasurer	211 N Steer St		Addison	MI	49220	
Adept Technology Inc		PO Box 200176		Dallas	TX	75320-0176	
Adrian City Of Lenawee	Treasurers Office	100 E Church St		Adrian	MI	49221	
Aerotek Inc		3689 Collection Ctr Dr		Chicago	IL	60693	
Aetna Us Healthcare	Able Gonzales	2777 Stemmons Freeway	Ste 300	Dallas	TX	75207	
Aetna Us Healthcare	Able Gonzales	2778 Stemmons Freeway	Ste 301	Dallas	TX	75208	
Ai Shreveport Lic	Ryan D Heilman Esq	40950 Woodward Ave Ste 100		Bloomfield Hills	MI	48304	
Aiken Co Sc	Aiken Co Tax Treasurer	PO Box 636		Aiken	SC	29802	
Air Cleaning Technologies Inc		1300 W Detroit		Broken Arrow	OK	74012	
Air Liquide America Corporation		1319 N Peoria Ave		Tulsa	OK	74106-4948	
Air Liquide America Corporation		PO Box 200269		Houston	TX	77216-0269	
Airgas Inc		31 N Peoria		Tulsa	OK	74101	
Alabama Department Of Revenue	Business Privilege Tax Unit	PO Box 327431		Montgomery	AL	36132-7431	
Alabama Department Of Revenue	Individual & Corporate Tax Division	Corporate Income Section	PO Box 327430	Montgomery	AL	36132-7430	
Alabama Dept Of Revenue	Sales Use & Business Tax Division	PO Box 327710		Montgomery	AL	36132	
Alabama Etowah County	Sales Tax Division Lgrec Inc	PO Box 1324		Hartselle	AL	35640	
Alameda County Tax Collector		1221 Oak St Room 131		Oakland	CA	94612	
Alatax		PO Box 830725		Birmingham	AL	35683	
Aldrich Chemical Company		PO Box 951524		Dallas	TX	75395-1524	
Alex Stewart Assayers Inc		472 Westfield Ave		Clark	NJ	07066	
Alfa Aesar		PO Box 88894		Chicago	IL	60695-1894	
Alfred H Knight Na		PO Box 3504	130 Tradd St	Spartanburg	SC	29304	
Alief Isd Tx	Alief Isd Tax Office	14051 Bellaire Blvd		Houston	TX	77803	
All American Fire Systems Inc		21125 East 480 Rd		Claremore	OK	74017	
Allen And Associates Inc		PO Box 471083		Tulsa	OK	74147	
Allen County In	Treasurer Of Allen County	PO Box 2540		Fort Wayne	IN	46801	
Allen County Treasurer		One East Main St Room 100		Fort Wayne	IN	46801-2540	
Allen County Treasurer		PO Box 123		Lima	OH	45802	
Allied Electronics Inc	Co Receivables Management Services	PO Box 5126		Timonium	MD	21094	
Allied Electronics Inc		7410 Pebble Dr	PO Box 2325	Ft Worth	TX	76113-2325	
Alma City Of Gratiot		525 E Superior St	Box 278	Alma	MI	48801	
Alpha Electrical Services		1877 N 105th E Ave		Tulsa	OK	74116	
American Electric Power		PO Box 24424		Canton	OH	44701-4424	
American International Group Inc And Its Related Entities	Aig Law Department Bankruptcy David A Levin Esq	70 Pine St 31st Fl		New York	NY	10270	
Anderson Co Sc	Anderson Co Treasurer	PO Box 8002		Anderson	SC	29622	
Anderson Co Tn	Anderson County Trustee	101 N Main St	Room 203	Clinton	TN	37716	

CREDITORNAME	CREDITORNOTICENAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Andrew J Alder		PO Box 52157		Tulsa	OK	74152	
Android Industries Llc	Ryan D Heilman Esq	40950 Woodward Ave Ste 100		Bloomfield Hills	MI	48304	
Angelina Co Tx	Angelina Co Tax Assessor Collector	PO Box 1344		Lufkin	TX	75902	
Angelina County	John P Dillman	Linebarger Goggan Blair & Sampson L	PO Box 3064	Houston	TX	77253-3064	
Anixter		3148 S 108th E Ave	Ste 120	Tulsa	OK	74146	
Annual Report Processing Center	Secretary Of State North Dakota	600 E Blvd Ave Dept 108	PO Box 5513	Bismarck	ND	58506-5513	
Aqualon Company		PO Box 962576		Atlanta	GA	31193-2576	
Arag	Michelle Crump	4501 Forbes Blvd		Lanham	MD	20706	
Arizona Corporation Commission	C/o Annual Reports	Corporations Division	1300 W Washington	Phoenix	AZ	85007-2929	
Arizona Department Of Revenue		PO Box 29079		Phoenix	AZ	85038-9079	
Arkansas Secretary Of State	Business And Commercial Services	PO Box 8014		Little Rock	AR	72203-8014	
Arnold Transportation Service Inc		1002 Paysphere Circle		Chicago	IL	60674	
Arrow Star Discount		6087 Buford Hwy Ste G		Norcross	GA	30071	
Asec Manufacturing		Eje 128 M/10 215 Cp 78395	Zona Industrial Del Potosi	San Luis Potosi			Mexico
Asec Manufacturing		PO Box 329 Govan Mbeki Ave		Port Elizabeth		60000	South Africa
Ashtabula County Treasurer		25 W Jefferson St		Jefferson	OH	44047	
Asia Development Capital	William Zelke Director	199 Pierce	Ste 202	Birmingham	MI	48009	
Asm Capital As Assignee Of Servotech Engineering	Asm Capital	7600 Jericho Turnpike Ste 302		Woodbury	NY	11797	
Assembly Supplies		2245 Enterprise St Ste 100		Escondido	CA	92029	
At&t		5501 Lbj Freeway 11th Fl		Dallas	TX	75265	
Atf Trucking Llc		Box 3176	PO Box 8500	Philadelphia	PA	19178-3176	
Atlantic Automotive Components Llc	Attn Michael Sharnas Visteon Corporation	One Village Dr		Van Buren Township	MI	48111	
Atwell Roofing Company		5528 S 49th W Ave		Tulsa	OK	74107	
Autauga County Al	Autauga County Revenue Commissioner	218 North Court St		Prattville	AL	36067	
Automated Equipment Services Inc		2335 W Vancouver St		Broken Arrow	OK	74012	
Automotive Technologies International Inc	Attn Christopher J Battaglia Esq & Halperin Battaglia Raicht LI	555 Madison Ave 9th Fl		New York	NY	10019	
Automotive Technologies International Inc	Attn Christopher J Battaglia Esq Ju Halperin Battaglia Raicht LI	555 Madison Ave 9th Fl		New York	NY	10019	
Baldwin County Al	Baldwin County Revenue Commissioner	PO Box 1549		Bay Minette	AL	36507	
Bangor Twp Bay	Treasurer	180 State Pk Dr		Bay City	MI	48706	
Barnstead Thermolyne		PO Box 797		Dubuque	IA	52004-0797	
Barnstead/thermolyne		PO Box 797		Dubuque	IA	52004-0797	
Barnstead/thermolyne		PO Box 96752		Chicago	IL	60693	
Bartholomew County In	Bartholomew County Treasurer	PO Box 1986		Columbus	IN	47202	
Barton Construction Co Inc		2702 E N Sheridan		Tulsa	OK	74115-2321	
Bay City City Of Bay	Treasurer	301 Washington Ave		Bay City	MI	48708	
Bay County Tax Collector	Co Jerry W Gerde Esq	239 E 4th St		Panama City	FL	32401	
Bd Of Ed South Western City Sch Dst	Treasurer	3805 Marlane Dr		Grove City	OH	43123	
Beckert & Heister		21 Berger Rd	PO Box 1885	Saginaw	MI	48605	
Bedford Co Tn	Bedford County Trustee	102 North Side Square		Shelbyville	TN	37160	
Bella Gruver		11242 S Nandina Ave		Jenks	OK	74037	
Bellotte	David	324 E 6th St		Claremore	OK	74017	
Ben Hill County Ga	Ben Hill County Tax Commissioner	PO Box 1393		Fitzgerald	GA	31750	
Benteler Automotive		320 Hall St Sw		Grand Rapids	MI	49507	
Berkley City Of Oakland		3338 Coolidge Hwy		Berkley	MI	48072	
Best Companies Inc		7301 N Classen Blvd		Oklahoma City	OK	73116	
Bexar Co Tx	Bexar Co Tax Assessor / Collector	PO Box 2903		San Antonio	TX	78299	
Bexar County	David G Aelvoet	Linebarger Goggan Blair & Sampson L	711 Navarro Ste 300	San Antonio	TX	78205	
Black Box Network Services		Sds 12 0976	PO Box 86	Minneapolis	MN	55486-0976	
Blackford County In	Blackford County Treasurer	PO Box 453		Hartford City	IN	47348	
Blue Care Network		20500 Civic Ctr Dr		Southfield	MI	48076	

CREDITORNAME	CREDITORNOTICENAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Board Of County Commissioners Of Johnson County Kansas	Johnson County Legal Dept	Johnson County Admin Bldg	111 S Cherry St Ste 3200	Olathe	KS	66061-3441	
Board Of Equalization		PO Box 942879		Sacramento	CA	94279	
Boise Cascade Office Prod		PO Box 92735		Chicago	IL	60675-2735	
Boone Co Ky	Boone County Sheriff	PO Box 198		Burlington	KY	41005	
Boreskov Institute Of Catalysts	C/o American Express Bank	3 Wfc 200 Vesey St		New York	NY	10284-2200	
Boulder Co Co	Boulder County Treasurer	PO Box 471		Boulder	CO	80306	
Boulder County Treasurer	Bob Hullinghorst	PO Box 471		Boulder	CO	80306	
Bourbon Co Ky	Bourbon County Sheriff	301 Main St		Paris	KY	40361	
Bowie Independent School District	Andrew Dylan Wood	Ray Wood & Bonilla Llp	PO Box 165001	Austin	TX	78716	
Boydston Company		507 South Main	Ste 601	Tulsa	OK	74103	
Boyle Services Inc		701 W 41st		Tulsa	OK	74107	
Boyle Services Inc		701 W 41st St		Tulsa	OK	74107	
Bradley Supply Company		2250 W 57th St		Chicago	IL	60636	
Bradley Supply Company		PO Box 29096		Chicago	IL	60629	
Brainerd Chemical Co Inc		PO Box 470010		Tulsa	OK	74147-0010	
Brainerd Chemical Co Inc		PO Box 52160		Tulsa	OK	74152-0160	
Brenntag Southwest Inc		206 E Morrow		Sand Springs	OK	74063	
Brenntag Southwest Inc		PO Box 970230		Dallas	TX	75397-0230	
Brevard County Tax Collector		PO Box 2020		Titusville	FL	32781	
Brighton City Of Livingston	Treasurer	200 N First St		Brighton	MI	48116	
Brighton Twp Livingston	Treasurer	4363 Buno Rd		Brighton	MI	48114	
Brinks Incorporated		File No 52005		Los Angeles	CA	90074-2005	
Brinks Incorporated		PO Box 651696		Charlotte	NC	28265-1696	
Brown & Sons Auto		1720 Davison Rd		Flint	MI	48506	
Brownsville Isd	Diane W Sanders Linebarger Goggan Blair & Sampson L	1949 South Ih 35	PO Box 17428 7428	Austin	TX	78760-7428	
Brownsville Isd Tx	Brownsville Isd Tax Office	PO Box 4050		Brownsville	TX	78523	
Brucker Axs Inc		PO Box 689896		Milwaukee	WI	53268-9896	
Brucker Optics		19 Fortune Dr		Billerica	MA	01821	
Bsi Inspectorate Precious Metals		12000 Aero Space St 200		Houston	TX	77034	
Buena Vista Twp Saginaw	Buena Vista Twp Treasurer	1160 S Outer Dr		Saginaw	MI	48601	
Builders Overhead Cranes		1924 S 49th West Ave		Tulsa	OK	74107	
Builders Overhead Cranes & Sierra Liquidity Fund	Sierra Liquidity Fund	2699 White Rd Ste 255		Irvine	CA	92614	
Bureau Of Customs Border Protection	Commissioner	Department Of Homeland Security	1300 Pennsylvania Ave Nw	Washington	DC	20229	
Burkburnett Independent School District	Harold Lerew	Perdue Brandon Fielder Collins & Mo	PO Box 8188	Wichita Falls	TX	76307	
Burkburnett Isd Tx	Burkburnett Isd Tax Office	PO Box 608		Burkburnett	TX	76364	
Burton City Of Genesee	Treasurer	4303 S Ctr Rd		Burton	MI	48519	
Butler Co Ky	Butler County Sheriff	PO Box 100		Morgantown	KY	42261	
Butler Co Mo	Butler Co Courthouse	100 N Main		Poplar Bluff	MO	63901	
Butler County Treasurer	Government Services Building	315 High St 10th Fl		Hamilton	OH	45011	
Byron Twp Kent	Treasurer	8085 Byron Ctr Ave Sw		Byron Ctr	MI	49315	
Byson Llc		PO Box 1124		Sapulpa	OK	74067	
C & L Development Corporation		12930 Saratoga Ave Ste D6		Saratoga	CA	95070	
Cabarrus Co Nc	Cabarrus Co Tax Collector	65 Church St Se		Concord	NC	28026	
Cadence Innovation Llc And Patent Holding Company	Dennis J Connolly Esq Alston & Bird Llp	1201 W Peachtree St		Atlanta	GA	30309-3424	
Cadence Innovation Llc Successor In Interest To Patent Holding Company	Dennis J Connolly Esq Alston & Bird Llp	1201 W Peachtree St		Atlanta	GA	30309-3424	
California Secretary Of State	Statement Of Information Unit	PO Box 944230		Sacramento	CA	94244-2300	
Cameron Co Tx	Cameron Co Tax Assessor/collector	PO Box 952		Brownsville	TX	78522	
Cameron County	Diane W Sanders Linebarger Goggan Blair & Sampson L	1949 South Ih 35 78741	PO Box 17428	Austin	TX	78760-7428	
Campbell Co Va	County Of Campbell Treasurer	PO Box 37		Rustburg	VA	24588	

CREDITORNAME	CREDITORNOTICENAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Campbell County Treasurers Office		PO Box 37		Rustburg	VA	24588	
Canada Border Service Agency	Mr Alain Jolicoeur	191 Laurier Ave West	15th Fl	Ottawa	ON	K1A 0L8	Canada
Canada Customs And Revenue Agency		275 Pope Rd Ste 103		Summerside Pe		C1N 6A2	Canada
Canterbury Mark		5806 East 35th St		Tulsa	OK	74135	
Canton Twp	Treasurer	PO Box 87010		Canton	MI	48187	
Capital Works	John Mueller	1111 Superior Ave E		Cleveland	OH	44101	
Car Sound Exhaust	Daniel Paolone Vice President	22961 Arroyo Vista		Rancho Santa Margarita	CA	92688	
Carlton Bates Company		5405 S 125th E Ave		Tulsa	OK	74146	
Carolyn P Bowers Montgomery County Trustee		PO Box 1005		Clarksville	TN	37041	
Carrollton Farmers Branch Independent School District	Andrea Sheehan	Law Offices Of Robert E Luna P C	4411 N Central Expressway	Dallas	TX	75205	
Carrollton Farmers Branch Isd Tx	School Tax Assessor / Collector	PO Box 110611		Carrollton	TX	75011	
Cass County In	Cass County Treasurer	200 Court Pk		Logansport	IN	46947	
Catalytic Solutions	Charles F Call Chief Executive Officer	1640 Fiske Pl		Oxnard	CA	93033	
Catawba Co Nc	Catawba Co Tax Collector	PO Box 368		Newton	NC	28658	
Catoosa Auto Repair Inc		104 W Elm		Catoosa	OK	74015	
Catoosa Flowers		603 S Cherokee	PO Box 726	Catoosa	OK	74015	
Catoosa Flowers		650 S Cherokee St	PO Box 726	Catoosa	OK	74015	
Cca Municipal Income Tax		1701 Lakeside Ave		Cleveland	OH	44114-1179	
Celestica Inc And Its Subsidiaries	Attn Benjamin Mintz Kaye Scholer Llp	425 Pk Ave		New York	NY	10022	
Chad Dougherty	Richard D Gibbon & Associates Attn Zachary T Barron Esq	1611 South Harvard		Tulsa	OK	74112	
Charles Trailer Sales & Service		12996 E Reading		Tulsa	OK	74116	
Charles Trailer Sales & Service		PO Box 691682		Tulsa	OK	74169-1682	
Charter Township Of Brighton	Harris & Literski	822 E Grand River		Brighton	MI	48116	
Chase	Debra L	329 N Oak St		Nowata	OK	74048	
Chelsea		305 S Main St	Ste 100	Chelsea	MI	48118	
Chemical Abstracts Service		PO Box 82228		Columbus	OH	43202-0228	
Cherokee Co Ga	Cherokee Bd Of Collector	100 North St		Canton	GA	30114	
Cherokee Hose & Supply Co		PO Box 1580		Oakhurst	OK	74050	
Chesterfield Co Sc	Chesterfield Co Tax Treasurer	PO Box 750		Chesterfield	SC	29709	
Cheyenne Brightstore	Kerri Deinhart	10210 Highland Manor Dr Ste 300		Tampa	FL	33610	
Chris Hughes Okaloosa County Tax Collector	Philip A Bates Pa	PO Box 1390		Pensacola	FL	32591-1390	
Christian Co Ky	Christian County Sheriff	501 S Main St		Hopkinsville	KY	42240	
Cigna	Charita Scruggs	6600 E Campus Circle Dr3294	Ste 400	Irving	TX	75063	
Cimbar Performance Minerals		25 Old Riverroad		Cartersville	GA	30120	
Cimbar Performance Minerals		49 0 Jackson Lake Rd		Chatsworth	GA	30705	
Cincinnati Income Tax Division		805 Central Ave	Ste 600	Cincinnati	OH	45202-5756	
Cintas		PO Box 691260		Tulsa	OK	74134	
Cintas First Aid		PO Box 691260		Tulsa	OK	74134	
Cit Of Tulsa Rogers County Port Authority		5350 Cimarron Rd		Catoosa	OK	74015	
Citicorp		PO Box 7247 0322		Philadelphia	PA	19170-0322	
Citicorp Vendor Finance Inc		1800 Overdrive Ctr		Moberly	MO	65270	
Citicorp Vendor Finance Inc		PO Box 728		Park Ridge	NJ	07565	
City & County Of Denver Co	Treasury Division	144 W Colfax Ave / PO Box 17420		Denver	CO	80217	
City And County Of Denver Treasury	Attn Karen Katros Bankruptcy Analys	McNichols Civic Ctr Bldg	144 W Colfax Ave Room 384	Denver	CO	80202-5391	
City If Bristol Ct	City If Bristol Tax Collector	PO Box 1040		Bistol	CT	06011	
City Income Tax	Room G 29	142 W Michigan Ave		Lansing	MI	48933-1697	
City Of Akron Ohio	Income Tax Division	1 Cascade Plaza 11th Fl		Akron	OH	44308-1100	
City Of Bowling Green Ky	Treasury Division	PO Box 430		Bowling Green	KY	42102-0430	
City Of Brookhaven Ms	City Tax Collector	PO Box 560		Brookhaven	MS	39602	
City Of Brownsville Tn	City Clerk	PO Box 375		Brownsville	TN	38012	

CREDITORNAME	CREDITORNOTICENAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
City Of Chester Ct	City Of Chester Tax Collector	PO Box 314		Chester	CT	06412	
City Of Clinton Tn	Clinton City Recorder	100 Bowling St	City Hall	Clinton	TN	37716	
City Of Columbia		707 N Main St		Columbia	TN	38401	
City Of Columbia Ms	City Of Columbia Tax Office	201 2nd St		Columbia	MS	39429	
City Of Coopersville	Law Weathers & Richardson Pc	333 Bridge St Ste 800		Grand Rapids	MI	49504	
City Of Dayton	Attn Tax Collections	City Of Dayton Finance Department	101 W Third St	Dayton	OH	45402	
City Of Dayton	Department Of Finance	Division Of Revenue & Taxation	PO Box 1830	Dayton	OH	45401-1830	
City Of Dayton Income Tax		PO Box 2806		Dayton	OH	45401-2806	
City Of Dearborn	James J Oconnor Treasurer	City Hall	13615 Michigan Ave	Dearborn	MI	48126	
City Of Derby Ct	City Of Derby	35 5th St	City Hall	Derby	CT	06418	
City Of Dry Ridge Ky	City Of Dry Ridge	PO Box 145	31 Broadway	Dry Ridge	KY	41035	
City Of Dunn Nc	City Of Dunn Tax Collector	PO Box 1107		Dunn	NC	28335	
City Of El Paso	David G Aelvoet	Linebarger Goggan Blair & Sampson L	711 Navarro Ste 300	San Antonio	TX	78205	
City Of Fitzgerald Ga	City Of Fitzgerald	Minicipal Building	116 N Johnston St	Fitzgerald	GA	31750	
City Of Flint	Douglas Bingaman	1101 S Saginaw St		Flint	MI	48502	
City Of Flint Eft	Douglas M Philpott	503 S Saginaw St Ste 1415		Flint	MI	48502	
City Of Franklin	Tax Collector	PO Box 705		Franklin	TN	37065	
City Of Franklin Tn	City Of Franklin	Property Tax Office	109 3rd Ave S Ste 143	Franklin	TN	37064	
City Of Gallatin Tn	Gallatin City Recorder	132 W Main St	Room 111	Gallatin	TN	37066	
City Of Germantown Tn	City Of Germantown	PO Box 38809		Germantown	TN	38183	
City Of Gordonsville Tennessee	Jamie D Winkler Esq Bellar & Winkler	212 Main St N	PO Box 332	Carthage	TN	37030	
City Of Gordonsville Tn	Gordonsville City Clerk	PO Box 357	105 S Main St	Gordonsville	TN	38563	
City Of Harlingen	Diane W Sanders Linebarger Goggan Blair & Sampson L	1949 South Ih 35 78741	PO Box 17428	Austin	TX	78760-7428	
City Of Harlingen Tx	Harlingen Tax Office	305 E Jackson Ste 102	PO Box 1343	Harlingen	TX	78551	
City Of Hazlehurst Ms	City Of Hazlehurst Tax Office	PO Box 314		Hazlehurst	MS	39083	
City Of Henderson Ky	City Of Henderson Collector	PO Box 716		Henderson	KY	42419	
City Of Hendersonville Tn	City Of Hendersonville	Property Tax Collector	One Executive Pk Dr	Hendersonville	TN	37075	
City Of Jasper Ga	City Of Jasper Tax Dept	200 Burnt Mountain Rd		Jasper	GA	30143	
City Of Kettering Tax Division		PO Box 293100		Kettering	OH	45429-9100	
City Of Knoxville Tn	City Of Knoxville	PO Box 59031		Knoxville	TN	37950	
City Of Lake City	City Of Lake City Tax Dept	5455 Jonesboro Rd		Lake City	GA	30260	
City Of Laredo	C O Laura L Gomez	212 Flores Ave		Laredo	TX	78040	
City Of Laredo Tx	City Of Laredo Tax Assessor	/ Collector	PO Box 6548	Laredo	TX	78042	
City Of Lebanon Tn	Commissioner Of Finance	200 Castle Heights Ave		Lebanon	TN	37087	
City Of Lockport Ny	City Of Lockport	1 Locks Plaza		Lockport	NY	14094	
City Of Lordstown Ohio		1455 Salt Springs Rd		Warren	OH	44481	
City Of Lynchburg Va	City Of Lynchburg	PO Box 9000		Lynchburg	VA	24505	
City Of Mcallen Tx	City Of Mcallen Tax Office	PO Box 3786		Mcallen	TX	78502	
City Of Monroe Mo	City Of Monroe City	PO Box 67		Monroe	MO	63456	
City Of Moraine	Department Of Taxation	4200 Dryden Rd		Moraine	OH	45439-1495	
City Of N Kansas Mo	City Hall / City Collector	PO Box 7468	2010 Howell St	N Kansas City	MO	64116	
City Of Naugatuck Ct	City Of Naugatuck Tax Collector	229 Church St		Naugatuck	CT	06770	
City Of New Brunswick Nj	City Of New Brunswick	78 Bayard St		New Brunswick	NJ	08901	
City Of North Kansas City		2010 Howell St		North Kansas City	MO	64116	
City Of Norwich Ct	City Of Norwich Tax Collector	100 Broadway		Norwich	CT	06360	
City Of Oak Creek Wi	City Of Oak Creek	8640 S Howell Ave		Oak Creek	WI	53154	
City Of Poplar Bluff Mo	City Of Poplar Bluff Mo	191 Oak St		Poplar Bluff	MO	63901	
City Of Portland		111 Sw Columbia St	Ste 600	Portland	OR	97201-5840	
City Of Portland Tn	Portland Tax Collector	100 S Russell		Portland	TN	37148	
City Of Pulaski		PO Box 633		Pulaski	TN	38478	
City Of Radford Va	Treasurer City Of Radford	619 2nd St	Room 164	Radford	VA	24141	
City Of Rochester Ny	City Of Rochester Treasurer	30 Church St		Rochester	NY	14614	
City Of San Marcos	Diane W Sanders Linebarger Goggan Blair & Sampson L	1949 South Ih 35 78741	PO Box 17428	Austin	TX	78760-7428	



CREDITORNAME	CREDITORNOTICENAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
City Of Selmer Tn	City Tax Collector	144 N 2nd St		Selmer	TN	38375	
City Of Shelbyville Tn	Shelbyville Treasurer	201 N Spring St		Shelbyville	TN	37160	
City Of Southington Ct	City Of Southington Tax Collector	PO Box 579		Southington	CT	06489	
City Of Toledo	Division Of Taxation	One Government Ctr Ste 2070		Toledo	OH	43604-2280	
City Of Torrington Ct	City Of Torrington Tax Collector	PO Box 839		Torrington	CT	06790	
City Of Tuscaloosa	Revenue Dept	PO Box 2089		Tuscaloosa	AL	35603	
City Of Vandalia		333 James E Bohanan Memorial Dr		Vandalia	OH	45377	
City Of Walker	Income Tax Administrator	PO Box 153		Grand Rapids	MI	49501-0153	
City Of Warren Income Tax		PO Box 230		Warren	OH	44482	
City Of Waterbury Ct	City Of Waterbury Tax Collector	PO Box 2556		Waterbury	CT	06723	
City Of Watertown Ct	City Of Watertown Tax Collector	PO Box 224		Watertown	CT	06795	
City Of Wentzville Mo	City Collector	310 W Pearce Blvd		Wentzville	MO	63385	
City Of Wichita Falls Tx	Director Of Finance	City Of Wichita Falls	PO Box 1431	Wichita Falls	TX	76307	
Clark Co Nv	Clark County Assessor	500 S Grand Central Pkwy	PO Box 551401	Las Vegas	NV	89155	
Clark Co Wa	Clark County Treasurer	PO Box 9808		Vancouver	WA	98666	
Clark County Ar	Clark County Courthouse	401 Clay St		Arkadelphia	AR	71923	
Clark County Treasurer		31 N Limestone St	PO Box 1305	Springfield	OH	45502	
Clay Co Mo	Clay County Collector	PO Box 219808		Kansas City	MO	64121	
Clayton County Ga	Clayton County Tax Commissioner	121 S Mcdonough St	Courthouse Annex 3 2nd Fl	Jonesboro	GA	30236	
Cleveland Co Nc	Cleveland Co Tax Collector	PO Box 370		Shelby	NC	28151	
Clientele	Na	8100 Sw Nyberg Rd		Tualatin	OR	97062	
Clinton City Recorder		100 Bowling St City Hall		Clinton	TN	37716	
Clinton County In	Clinton County Treasurer	220 Courthouse Sq		Frankfort	IN	46041	
Clio City Of Genesee	City Treasurer	505 W Vienna St		Clio	MI	48420	
Cobb County Ga	Cobb County Tax Commissioner	100 Cherokee St	Ste 250	Marietta	GA	30090	
Cole Parmer Instrument Co		13927 Collections Ctr Dr		Chicago	IL	60693	
Collector Of Revenue		41 S Central Ave		Clayton	MO	63105	
Collin Co Tx	Collin Co Tax Assessor / Collector	PO Box 8006		McKinney	TX	75070	
Collin County Tax	Gay Mccall Isaacks Et Al	777 E 15th St		Plano	TX	75074	
Colorado Department Of Revenue		1375 Sherman St.		Denver	CO	80261-0006	
Columbiana County Treasurer		PO Box 469		Lisbon	OH	44432-1255	
Comal Co Tx	Comal Co Tax Assessor / Collector	311445		New Braunfels	TX	78131	
Commissioner Of Revenue Services	Department Of Revenue Services	PO Box 2936		Hartford	CT	06104-2936	
Commonwealth Of Kentucky Department Of Revenue	Wendy L Stephens Kentucky Department Of Revenue	100 Fair Oaks 5th Fl	PO Box 491	Frankfort	KY	40602-0491	
Commonwealth Of Massachusetts Department Of Revenue	Anne Chan	Bankruptcy Unit Mdor	PO Box 9564	Boston	MA	02114-9564	
Community Care Behavioral Health	Terry Stover	218 W 6th St		Tulsa	OK	74119	
Communitycare Hmo Inc		218 W 6th St		Tulsa	OK	74119	
Comptroller Of Maryland		Revenue Administration Division		Annapolis	MD	21411-0001	
Comptroller Of Public Accounts	Texas Sales & Use Tax Division	111 E 17th St		Austin	TX	78774	
Connecticut Department Of Revenue Services	C&e Division Bankruptcy Section	25 Sigourney St		Hartford	CT	06106-5032	
Connecticut Secretary Of State	Document Review	30 Trinity St PO Box 150470		Hartford	CT	06106-0470	
Connelly	Larry	4703 469th W Ave		Jennings	OK	74038	
Consolidated Plastics Co Inc		8181 Darrow Rd		Twinsburg	OH	44087-9822	
Consolidated Plastics Company Inc		8181 Darrow Rd		Twinsburg	OH	44087-2375	
Container Supply Inc		4400 N Cooper		Oklahoma City	OK	73118-8004	
Container Supply Inc		PO Box 18224		Oklahoma City	OK	73154-0224	
Contra Costa County Collector		PO Box 631		Martinez	CA	94553	
Contrarian Funds Llc As Assignee Of Aramark Uniform & Career Apparel Inc DbA Aramark Uniform Services And Control Dynamics Inc	Attn Alpa Jimenez C O Star Source Management Services	411 W Putnam Ave Ste 225		Greenwich	CT	06830	
Control Dynamics Inc		PO Box 94190		Oklahoma City	OK	73143	
Control Masters Inc	C/o Hinsdale Bank & Trust	PO Box 130		Hinsdale	IL	60521	

CREDITORNAME	CREDITORNOTICENAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Control Masters Inc		5235 Katrine Ave		Downers Grove	IL	60515	
Coopersville City Of Ottawa		289 Danforth St		Coopersville	MI	49404	
Copiah County	Tax Collector	PO Box 705		Hazlehurst	MS	39083	
Corning Incorporated	Attn Corporate Secretary	One Riverfront Plz		Corning	NY	14831	
Corning Incorporated	Ron Rogers	50 W Big Beaver Rd		Troy	MI	48084	
Corning Incorporated		Ap 01 E8b		Corning	NY	14831	
Corp Express Po Box 95187		PO Box 95187		Chicago	IL	60694-5187	
Corporate Express Inc		PO Box 71411		Chicago	IL	60694-1411	
Corporation Income Tax Section		PO Box 919		Little Rock	AR	72203-0919	
Corporation Scientifique Claisse	Parc Technologique De Quebec	350 Rue Franquet Ste 40		Sainte Foy	QC	G1P 4P3	Canada
Corporation Tax Return Processing	Iowa Department Of Revenue	PO Box 10468		Des Moines	IA	50306-0468	
County Of Comal	Mccreary Veselka Bragg & Allen Pc	5929 Balcones Dr Ste 200	PO Box 26990	Austin	TX	78755	
County Of Denton		5929 Balcones Dr Ste 200	PO Box 26990	Austin	TX	78755	
County Of Hays	Mccreary Veselka Bragg & Allen Pc	5929 Balcones Dr Ste 200	PO Box 26990	Austin	TX	78755	
County Of San Bernardino	Office Of The Tax Collector	172 W 3rd St		San Bernardino	CA	92415	
County Of Santa Clara	Tax Collector	County Government Ctr E Wing	70 W Hedding St	San Jose	CA	95110	
County Of Tuscaloosa	Use Tax Return	PO Box 20738		Tuscaloosa	AL	35402	
Cpi Denver		Dept 33418	PO Box 39000	San Fransisco	CA	94139-3418	
Cpi International		5580 Skylane Blvd		Santa Rosa	CA	95403	
Crawford County Treasurer		PO Box 565		Bucyrus	OH	44820	
Crown Credit Company	Attn Rodney J Hinders Esq	115 N Main St		New Bremen	OH	45869	
Crown Credit Company		44 S Washington St		New Bremen	OH	45869	
Crown Credit Company		PO Box 640352		Cincinnati	OH	45264-0352	
Culligan Of Tulsa		PO Box 55506		Tulsa	OK	74155-0506	
Customs Counsel Us & Canada	Chet Wilson Delphi Corporation	5825 Delphi Dr	M/c 480 410 228	Troy	MI	48098	
Cuyahoga County Treasurer		1219 Ontario St Rm 112		Cleveland	OH	44113-1697	
Cybertrol Engineering Llc		3455 Plymouth Blvd		Plymouth	MN	55447	
Cypress Fairbanks Isd	John P Dillman	Linebarger Goggan Blair & Sampson L	PO Box 3064	Houston	TX	77253-3064	
Cyr	Pamela A	PO Box 2785		Claremore	OK	74018	
D2t America Inc		44990 Vic Wertz Dr		Clinton Township	MI	48036	
Daimlerchrysler Corporation	Attn Nancy Broyles Cims 484 04 10	800 Chrysler Dr		Auburn Hills	MI	48326-2757	
Dallas County	Elizabeth Weller	Linebarger Goggan Blair & Sampson L	2323 Bryan St Ste 1600	Dallas	TX	75201	
Dallas County Tx	Dallas County Tax Assessor	/ Collector	500 Elm St	Dallas	TX	75202	
Daniel L Bowers Co Inc		1680 S Livernois		Rochester Hills	MI	48307	
Darke County Treasurer		504 S Broadway		Greenville	OH	45331	
David A Matthews		1317 S 77th E Ave		Tulsa	OK	74112	
David Matthews	David Matthews	1317 S 77th E Ave		Tulsa	OK	74112	
Davidson Co Tn	Davidson County Trustee	800 2nd Ave N	Ste 2	Nashville	TN	37201	
Daviess Co Ky	Daviess County Sheriff	212 St Ann St		Owensboro	KY	42303	
Dbt Tri Pro Consulting	David Milum Ii	202 B Pringle Circle		Green Cove Springs	FL	32043	
Dc Office Of Tax & Revenue	Corporation Estimated Franchise Tax	PO Box 96019		Washington	DC	20090-6019	
Dc Office Of Tax & Revenue		6th Fl 941 North Capitol St Ne		Washington	DC	20002-4265	
Dc Treasurer	Dept Of Consumer And Regulatory Affairs Business & Professional	Licensing Admin PO Box 92300	Corporations Division PO Box 92300	Washington	DC	20090	
Dci Communications Inc		PO Box 1113		Catoosa	OK	74015-1113	
De Verges & Associates		1343 East 35th Pl		Tulsa	OK	74105	
Dearborn City Of Wayne		PO Box 4000		Dearborn	MI	48126	
Dearborn Countyin	Dearborn County Treasurer	215b W High St	New Administration Bldg	Lawrenceburg	IN	47025	
Dekalb County Al	Dekalb County Revenue Commissioner	206 Grand Ave Sw		Fort Payne	AL	35967	
Dekalb County In	Dekalb County Treasurer	100 S Main St Courthouse		Auburn	IN	46706	
Delaware County In	Delaware County Treasurer	100 W Main St	Room 102	Muncie	IN	47305	
Delaware County Treasurer		91 N Sandusky St		Delaware	OH	43015	
Delaware County Treasurer		91 N Sandusky St		Delaware	OH	43015-1799	
Delaware Division Of Revenue		PO Box 8719		Wilmington	DE	19899-8719	

CREDITORNAME	CREDITORNOTICENAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Delaware Division Of Revenue		PO Box 8751		Wilmington	DE	19899-8751	
Dell Computer		One Dell Way		Round Rock	TX	78682	
Dell Financial Services/payment Pro		99355 Collection Ctr Dr		Chicago	IL	60693	
Delphi Automotive Systems Llc		5725 Delphi Dr		Troy	MI	48098	
Delphi Automotive Systems Llc		5725 Delphi Dr	M/c 483 400 603	Troy	MI	48098-2815	
Delphi Corporation	C/o Lesley Marcott	5825 Delphi Dr		Troy	MI	48098	
Delphi Corporation		5725 Delphi Dr		Troy	MI	48098-2815	
Delphi Corporation		Dept 78317	PO Box 78000	Detroit	MI	48278-0137	
Delphi Diesel Systems France Sas		Usine De Florange	Bp 80029	Florange			France
Delphi Energy & Engine Mgmt Aka Delphi Automotive Systems Llc		5820 Delphi Dr		Troy	MI	48501	
Delphi Energy & Engine Mgmt Aka Delphi Automotive Systems Llc		PO Box 70020		Chicago	IL	60673	
Delphi Energy & Engineeri Aka Delphi Automotive Systems Llc		1300 N Dort Hwy		Flint	MI	48556	
Delta Electrical Enterprises Inc		PO Box 582683		Tulsa	OK	74158-2683	
Delta Twp Eaton	Treasurer	7710 W Saginaw Hwy		Lansing	MI	48917	
Denso International America Inc	Attn Carol Sowa	24777 Denso Dr		Southfield	MI	48033	
Denso International America Inc		PO Box 5133		Southfield	MI	48086-5133	
Denso International America Inc		PO Box 88812		Chicago	IL	60695-1812	
Denton Co Tx	Denton Co Tax Assessor/collector	PO Box 1249		Denton	TX	76202	
Department Of Environmental Quality		PO Box 2036		Oklahoma City	OK	73101	
Department Of Licensing		PO Box 9048		Olympia	WA	98507-9048	
Department Of Revenue Services		PO Box 2974		Hartford	CT	06104-2974	
Department Of The Treasury Internal Revenue Service	Internal Revenue Service	290 Broadway 5th Fl		New York	NY	10007	
Detroit City Income Tax		2 Woodward	Room B 3	Detroit	MI	48226	
Detroit City Of Wayne	Department 268301	City Of Detroit Property Tax	PO Box 55000	Detroit	MI	48255	
Dhl Danzas Air & Ocean		PO Box 7247 6745		Philadelphia	PA	19170-6745	
Dhl Express Usa Inc		PO Box 4723		Houston	TX	77210-4723	
Digi Tech Solutions		102 East 91st St North		Sperry	OK	74073	
Direct Communications		10827 E South Memorial		Tulsa	OK	74133	
Director Department	Office Of The Illinois State Treasu	1 West Old State Capitol Plaza		Springfield	IL	62701	
Director Of Finance	City Of Elizabethtown	PO Box 550		Elizabethtown	KY	42702-0550	
Dispensers Optical Service		PO Box 35000		Louisville	KY	40232	
Division Of Corporations	Annual Report Section	PO Box 6850		Tallahassee	FL	32314	
Division Of Corporations	Nys Department Of State	41 State St		Albany	NY	12231-0002	
Donetta Davidson Secretary Of State	Department Of State	1560 Broadway Ste 200		Denver	CO	80202	
Doug Belden Hillsborough County Tax Collector	Attn Doug Belden	601 E Kennedy Blvd 14th Fl		Tampa	FL	33602	
Dougherty Chad	Richard D Gibbon & Associates	1611 South Harvard		Tulsa	OK	74112	
Draiswerke Inc		40 Whitney Rd		Mahwah	NJ	07430	
Driscoll Automatic Control Co		PO Box 52583		Tulsa	OK	74152-0583	
Dubois County In	Dubois County Treasurer	1 Courthouse Sq		Jasper	IN	47546	
Dubose Donna		8917 N 138 E Ave		Owasso	OK	74055	
Dun & Bradstreet		75 Remittance Dr Ste 1793		Chicago	IL	60675-1793	
Duncan Equipment Co		PO Box 268988		Oklahoma City	OK	73126-8988	
Dupont Company		PO Box 93244		Chicago	IL	60673-3244	
Dyer Co Tn	Dyer County Trustee	PO Box 1360	Courthouse	Dyersburg	TN	38025	
Dyer County Trustee	C O J Michael Gauldin	PO Box 220		Dyersburg	TN	38025	
East Tawas City Of	Treasurer	760 Newman	PO Box 672	East Tawas	MI	48730	
Ecd Inc		4287 A Se International Way		Milwaukie	OR	97222-8825	
Edgefield Co Sc	Edgefield Co Treasurer	PO Box 22		Edgefield	SC	29824	
El Paso County Tx	El Paso Co Tax Assessor /collector	PO Box 313		El Paso	TX	79999	
Elcometer Inc		1893 Rochester Industrial Dr		Rochester Hills	MI	48309-3342	

CREDITORNAME	CREDITORNOTICENAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Elcometer Instruments Inc		1893 Rochester Industrial Dr		Rochester Hills	MI	48309	
Electromotive Inc	Robert W Faris C O Nixon & Vanderhye Pc	901 N Glebe Rd 11th Fl		Arlington	VA	22203	
Electromotive Inc	Robert W Faris C O Nixon & Vanderhye Pc	901 North Glebe Rd 11th Fl		Arlington	VA	22203	
Electronic Controls Design		4287 A S E International Way		Milwaukie	OR	97222-8825	
Elkhart County In	Elkhart County Treasurer	117 N 2nd St	Room 201	Goshen	IN	46526	
Emed Company Inc		PO Box 369		Buffalo	NY	14240	
Emitec		PO Box 101416		Atlanta	GA	30392	
Emitec Inc	Diane Dziewicki	3250 University Dr Ste 100		Auburn Hills	MI	48326-2391	
Endress & Hauser		PO Box 663674		Indianapolis	IN	46266-3674	
Endress Hauser		PO Box 663674		Indianapolis	IN	46266-3674	
Engine Control Systems		165 Pony Dr		Newmarket	ON	L3Y7V1	Canada
Environmental Protection Agency	Marcus C Peacock	Deputy Administrator	Ariel Rios Building 1200 Pennsylvania Ave Nw	Washington	DC	20460	
Environmental Protection Agency		Ariel Rios Building	1200 Pennsylvania Ave Nw	Washington	DC	20460	
Environmental Protection Agency Region 1		1 Congress St Ste 1100		Boston	MA	02114-2023	
Environmental Protection Agency Region 10		1200 Sixth Ave		Seattle	WA	98101	
Environmental Protection Agency Region 2		290 Broadway		New York	NY	10007-1866	
Environmental Protection Agency Region 3		1650 Arch St		Philadelphia	PA	19103-2029	
Environmental Protection Agency Region 4		Atlanta Federal Ctr	61 Forsyth St Sw	Atlanta	GA	30303-3104	
Environmental Protection Agency Region 5		77 West Jackson Blvd		Chicago	IL	60604-3507	
Environmental Protection Agency Region 6		Fountain Pl 12th Fl Ste 1200	1445 Ross Ave	Dallas	TX	75202-2733	
Environmental Protection Agency Region 7		901 North 5th St		Kansas City	KS	66101	
Environmental Protection Agency Region 8		999 18th St Ste 500		Denver	CO	80202-2466	
Environmental Protection Agency Region 9		75 Hawthorne St		San Fransisco	CA	94105	
Epa Hazardous Substance		Superfund York Oil Site	Us Epa Reg li Superfund Acct PO Box 360188m	Pittsburgh	PA	15251	
Epa Hazardous Substance Sf		Reliable Equipment Mi	Acct No 052971126a Site Le PO Box 70753	Chicago	IL	60673	
Epa Hazardous Substance Sf Reliable Equipment Mi		Acct No 052971126a Site Le	PO Box 70753	Chicago	IL	60673	
Epa Hazardous Substance Superf		C O Mellon Bank Rm 153 2713	3 Mellon Bank Ctr	Pittsburgh	PA	15259	
Epa Hazardous Substance Superfund		PO Box 360582m		Pittsburgh	PA	15251	
Epa Hazardous Substance Superfund		Us Epa Rgn Iv Superfund Acctg	PO Box 100142	Atlanta	GA	30384	
Epa Hazardous Substance Superfund Epa Region Iii		Superfund Acctg PO Box 360515		Pittsburgh	PA	15251	
Epa Hazardous Substance Superfund York Oil Site		Us Epa Reg li Superfund Acct	PO Box 360188m	Pittsburgh	PA	15251	
Epa Tri Data Processing		PO Box 1513		Lantham	MD	20703	
Equity Corporate Housing	Jonathan W Young & Jeffrey L Gansbe	225 W Wacker Dr Ste 3000		Chicago	IL	60606	
Erie County Treasurer	Wildman Harrold Allen & Dixon Llp	247 Columbus		Sandusky	OH	44870	
Essexville City Of Bay	Essexville City Hall	1107 Woodside Avenue		Essexville	MI	48732-1236	
Etas Inc	Attn Joe Zurawski	3021 Miller Rd		Ann Arbor	MI	48103	

CREDITORNAME	CREDITORNOTICENAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Etas Inc		2155 Jackson Ave		Ann Arbor	MI	48103	
Etas Inc		PO Box 95343		Chicago	IL	60694-5343	
Etowah County Al	Etowah County Revenue Commissioner	800 Forrest Ave	Room G 15	Gadsden	AL	35901	
Evelyn R Land		7370 E 38th St		Tulsa	OK	74145-3261	
Evergreen Scientific		2300 E 49th		Los Angeles	CA	90058	
Evergreen Scientific		PO Box 58248		Los Angeles	CA	90058	
Eversharp Tool Inc		11350 E 60th Pl		Tulsa	OK	74146-6817	
Express Test Corporation		3227 East 31st St Ste 102		Tulsa	OK	74105-2443	
Fairfield County Treasurer		210 East Main St	Room 206	Lancaster	OH	43130	
Faison Office Products		PO Box 1116	Dept A	Englewood	CO	80150-1116	
Fastenal Company		10110 E 54th St		Tulsa	OK	74146	
Fastenal Company		PO Box 978		Winona	MN	55987-0978	
Fauber Freightways Inc		322 Kalorama St		Staunton	VA	24401	
Fayette County Ga	Fayette County Tax Commissioner	PO Box 70		Fayetteville	GA	30214	
Fayette County In	Fayette County Treasurer	Courthouse		Connersville	IN	47331	
Federal Corporation		11361 E 61st		Broken Arrow	OK	74012	
Federal Corporation		PO Box 2600		Oklahoma City	OK	73101	
Federal Express Corporation	Attn Connie Snow	Dangerous Goods Administration		Memphis	TN	38125-8800	
Fenton City Of	Treasurer	301 S Leroy St		Fenton	MI	48430	
Fenton Office Mart		111 W Mcelroy		Stillwater	OK	74075	
Festo		PO Box 1355		Buffalo	NY	14240	
Fideris Inc		7607 Eastmark Dr Ste 102		College Station	TX	77840	
Finanzamt Bonn Innenstadt		Welschnonnenstr 15		Bonn		53111	
First American Capital Mgmt	Attn Dianne Evert	3000 Lakeside Dr Ste 200n		Bannockburn	IL	60018	
First American Capital Mgmt Group		527 Marquette Ave South	1600 Rand Tower	Minneapolis	MN	55402	
Fisher Scientific		Acct 017570 002	PO Box 404705	Atlanta	GA	30384-4705	
Flemings Comfort Footware		5914 South Lewis		Tulsa	OK	74105	
Flint Charter Twp	Treasurer	1490 S Dye Rd		Flint	MI	48532	
Flint City Of Genesee	Treasurer	PO Box 2056		Flint	MI	48501	
Flolo Corporation The		1563 Valencia Court		Calumet City	IL	60409-5401	
Florida Department Of Revenue		5050 W Tennessee St		Tallahassee	FL	32399	
Florida Department Of State	Division Of Corporations	PO Box 6478		Tallahassee	FL	32314	
Flowserve		PO Box 972157		Dallas	TX	75397-2157	
Fluid Specialties		Department 1160		Tulsa	OK	74182	
Fluke Corporation		7272 Collection Ctr Dr		Chicago	IL	60693	
Flymax Corporation	Charles Hsu	No 12 822 Ln Kao Shi Rd	Yang Mei Cheng	Taoyuan			Taiwan Province Of China
Foley & Lardner Llp	Daljit Doogal	500 Woodward Ave	Ste 2700	Detroit	MI	48226	
Fomac Inc		2621 N Iroquois Ave	PO Box 6217	Tulsa	OK	74106-2431	
Ford Motor Company	Jonathan S Green Miller Canfield Paddock & Stone Plc	150 W Jefferson Ave Ste 2500		Detroit	MI	38226	
Forrest Butch Freeman Oklahoma County Treasurer		320 Robert S Kerr Rm 307		Oklahoma City	OK	73102	
Forsyth Twp Marquette	Forsyth Township Board- Bonnie Filizetti Hartzell Clerk	86 S Blue Lake Road		Gwinn	MI	49841	
Franchise Tax Board		PO Box 942857		Sacramento	CA	94257-0500	
Franklin Co Mo	Franklin Co Collector	300 E Main St	Room 103	Union	MO	63084	
Franklin County Ohio Treasurer		373 S High St 17th Fl		Columbus	OH	43215	
Frauenthal Holding Ag	Dr Winfried Braumann Ceo	Prinz Eugen Strabe 30/4a	A 1010	Vienna			Austria
Froude Hofmann		PO Box 601054		Charlotte	NC	28260-1054	
Froude Hofmann Inc		45225 Polaris Ct		Plymouth	MI	48170	
Fulton County Ga	Fulton County Tax Commissioner	PO Box 105052		Atlanta	GA	30348	
Fulton County In	Fulton County Treasurer	125 E 9th St		Rochester	IN	46975	
Furnace Parts Llc		1648 St Clair Ave		Cleveland	OH	44114	
Furnace Parts Llc		Slot 30245	PO Box 66973	Chicago	IL	60666-0973	

CREDITORNAME	CREDITORNOTICENAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Gable & Gotwals		1100 Oneok Plaza	100 West Fifth St	Tulsa	OK	74103-4217	
Gardner Denver		PO Box 956236		St Louis	MO	63195-6236	
Gaston Co Nc	Gaston Co Tax Collector	Drawer M		Gaston	NC	27832	
Ge Consumer & Industrial F K A Ge Supply	Michael B Bach Esq	11256 Cornell Pk Dr Ste 500		Cincinnati	OH	45242	
Ge Consumer & Industrial Fka Ge Supply	Michael B Bach Esq	11256 Cornell Pk Dr Ste 500		Cincinnati	OH	45242	
Ge Plastics	Attn Val Venable	9930 Kinsey Ave		Huntersville	NC	28078	
Ge Polymershapes	Attn Val Venable C O Ge Plastics	9930 Kinsey Ave		Huntersville	NC	28078	
Ge Supply		2600 C West Albany		Broken Arrow	OK	74012	
Gellco Clothing & Shoes Inc		809 S Detroit		Tulsa	OK	74120	
General Electric Capital Corp	Attn Uri Sky C/o Ge Capital Solutions	Vendor Fin		Cedar Rapids	IA	52404	
General Motors Corporation	Eag Disbursement Services	PO Box 1567		Flint	MI	48501-1567	
General Motors Corporation	Gm Plats Limited	PO Box 1137		Port Elizabeth		6000	South Africa
General Motors Corporation	Powertrain Division	777 Joslyn Ave		Pontiac	MI	48340-2925	
Genesee Twp/genesee Co Genesee	Treasurer	7244 N Genesee Rd		Genesee	MI	48437	
Georgia Department Of Revenue	Department Of Revenue Compliance	Division	Bankruptcy Section	Atlanta	GA	30321	
Georgia Income Tax Division		PO Box 49432	PO Box 161108	Atlanta	GA	30359-1432	
Gfs Chemicals Inc		Dept L1694		Columbus	OH	43260-1694	
Gfs Chemicals Inc		PO Box 245	3041 Home Rd	Powell	OH	43065	
Gfs Chemicals Inc		PO Box 245		Powell	OH	43065	
Gibson County In	Gibson County Treasurer	101 N Main St		Princeton	IN	47670	
Giles Co Tn	Giles County Trustee	PO Box 678	Courthouse	Prisk	TN	38478	
Glen Helmes & Associates		5613 Goldenrod Dr		Cincinnati	OH	45239	
Gleyn Twilla	City Tax Collector	425 W Court St		Dyersburg	TN	38024	
Global Dosimetry Solutions		File 55667		Los Angeles	CA	90074-5667	
Global Exchange Services		PO Box 640371		Pittsburgh	PA	15264	
Gm Associates		9824 Kitty Ln		Oakland	CA	94603	
Gmeag Corporate Material Brokering		Department 78095	PO Box 78000	Detroit	MI	48278-0095	
Gmimco	Vice Pres & General Counsel	767 Fifth Ave		New York	NY	10153	
Goldman Sachs Credit Partners Lp Assignee		One New York Plaza 42nd Fl		New York	NY	10004	
Of Booz Allen Hamilton Llc							
Goldman Sachs Credit Partners Lp Assignee		One New York Plaza 42nd Fl		New York	NY	10004	
Of Siemens Vdo Automotive Corporation And							
Siemens Vdo Automotiv							
Goldman Sachs Credit Partners Lp Assignee		One New York Plaza 42nd Fl		New York	NY	10004	
Of Siemens Vdo Automotive Sas And							
Siemens Financial Services In							
Grace Davison		4127 Collections Ctr Dr		Chicago	IL	60693	
Grace Davison		PO Box 75147		Charlotte	NC	28275	
Grace Davison W R Grace & Co Conn	Attn Manager Credit & Collections	7500 Grace Dr		Columbia	MD	21044	
Grand Blanc Twp Genesee		5371 S Saginaw St	Box 1833	Grand Blanc	MI	48480	
Grand Rapids Income Tax Department		PO Box 347		Grand Rapids	MI	49501-0347	
Grant Co Ky	Grant County Sheriff	101 N Main St	Courthouse	Williamston	KY	41097	
Grayson County	F R Young Jr Treasurer	PO Box 127		Independence	VA	24348	
Green Oak Twp	Treasurer	10001 Silver Lake Rd		Brighton	MI	48116	
Greene Co Nc	Greene Co Tax Collector	229 Kingold Blvd	Ste B	Snow Hill	NC	28580	
Greene Co Tn	Greene County Trustee	PO Box 115		Greeneville	TN	37744	
Greenwood Co Sc	Greenwood Co Tax Treasurer	528 Monument St	R 101	Greenwood	SC	29646	
Guilford Co Nc	Guilford Co Tax Dept	PO Box 3328		Greensboro	NC	27402	
Gwinnett Co Ga	Gwinnett Bd Of Collector	75 Langley Dr		Lawrenceville	GA	30045	
H E Lennon Inc		23920 Freeway Pk Dr		Farmington Hills	MI	48335	
H G Flake Company Inc	Attn Gordon L Flake	14113 E Apache		Tulsa	OK	74116	
Habersham County Ga	Habersham County Tax Commissioner	555 Monroe St	Unit 25	Clarksville	GA	30523	



CREDITORNAME	CREDITORNOTICENAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Hach Company		PO Box 608		Loveland	CO	80539-0608	
Halsted & Hoggan Inc		935 Santa Fe Ave		Los Angeles	CA	90021	
Hamilton Co Tn	Hamilton County Trustee	210 7th St	Room 210	Chattanooga	TN	37402	
Hamilton County In	Hamilton County Treasurer	33 N 9th St 112	Old Courthouse	Noblesville	IN	46060	
Hamilton County Treasurer		138 E Court St	Room 408	Cincinnati	OH	45202	
Hamlin	Jerry L	608 E Quinton St		Broken Arrow	OK	74011	
Hamlin Contracting Servic	Jerry Hamlin	608 E Quinton St		Broken Arrow	OK	74011	
Harcros Chemicals Inc		3810 S Elwood Ave		Tulsa	OK	74107	
Harcros Chemicals Inc		5200 Speaker Rd		Kansas City	KS	66106	
Harcros Chemicals Inc		PO Box 74583 Br 0006		Chicago	IL	60690	
Hardin Co Ky	Hardin County Sheriff	100 Public Square	Ste 101	Elizabethtown	KY	42701	
Harley Financial Services		PO Box 702904		Tulsa	OK	74170-2904	
Harlingen Cisd	Diane W Sanders Linebarger Goggan Blair & Sampson L	1949 S Ih 35 78741	PO Box 17428	Austin	TX	78760-7428	
Harnett Co Nc	Harnett Co Tax Collector	PO 58509		Charlotte	NC	28258	
Harris Co Tx	Harris Co Tax Assessor / Collector	PO Box 4622		Houston	TX	77210	
Harris County City Of Houston	John P Dillman	Linebarger Goggan Blair & Sampson L	PO Box 3064	Houston	TX	77253-3064	
Hart Scientific Inc		799 T E Utah Vally Dr		American Fork	UT	84003-9775	
Harvill Industries Inc		421 E Pioneer Dr		Irving	TX	75061	
Harvill Industries Ltd		421 E Pioneer Dr		Irving	TX	75061	
Hasler Leasing/ge Capital Corp		3000 Lakeside Dr Ste 200n		Bannockburn	IL	60015	
Hawes Twp	Treasurer	1369 N Gehres Rd		Lincoln	MI	48742	
Hawkins Co Tn	Hawkins County Trustee	110 E Main St	Room 203	Rogersville	TN	37857	
Hays Co Tx	Hays Co Tax Assessor / Collector	102 N Lbj Dr		San Marcos	TX	78666	
Haywood Co Tn	Haywood County Trustee	Courthouse		Brownsville	TN	38012	
He Lennon Inc		23920 Freeway Pk Dr		Farmington Hills	MI	48335	
Henderson Co Ky	Henderson County Sheriff	20 N Main St	Courthouse	Henderson	KY	42420	
Hendricks County In	Hendricks County Treasurer	355 S Washington St	Ste 215	Danville	IN	46122	
Henkel Corporation Henkel Electronics		15051 E Don Julian Rd		Industry	CA	91746	
Henkel Corporation Henkel Loctite		PO Box 485		Avon	OH	44011	
Henry County In	Henry County Treasurer	101 S Main St		New Castle	IN	47362	
Heraeus Chemicals Sa Pty		PO Box 1987		Port Elizabeth		06000	South Africa
Heraeus Metal Processing Inc	C/o Jason J Dejonker Esq	Mcdermott Will & Emery Llp	227 W Monroe St	Chicago	IL	60606-5096	
Heraeus Metals Processing		PO Box 910468		Dallas	TX	75391-0468	
Heraeus Metals Processing Inc Formerly Pgp Industries		13429 Alondra Blvd		Santa Fe	CA	90670	
Heraeus Precious Metals Management Llc		540 Madison Avenu		New York	NY	10022	
Hercules Incorporated	Aqualon Division	Hercules Plz	1313 N Market St	Wilmington	DE	19894-0001	
Hercules Incorporated		Aqualon Division	Hercules Plaza	Wilmington	DE	19894-0001	
Hercules Incorporated		PO Box 846046		Dallas	TX	75284-6046	
Heritage Crystal Clean		PO Box 68123		Indianapolis	IN	46268	
Herzog Automation Corp		PO Box 74579		Cleveland	OH	44194-0662	
Hewlett Packard	Joanna Oukrop	8000 Foothills Blvd Ms5521		Roseville	CA	95747	
Hewlett Packard Company	Attn K Higman	2125 E Katella Ave Ste 400		Anaheim	CA	92806	
Hewlett Packard Company		13207 Collections Ctr Dr		Chicago	IL	60693	
Hewlett Packard Company		PO Box 951084		Dallas	TX	75395-1084	
Hg Flake Company Inc		14113 E Apache		Tulsa	OK	74116	
Hidalgo Co Tx	Hidalgo County Tax Assessor	/ Collector	PO Box 4290	Edinburg	TX	78540	
Hidalgo County	Diane W Sanders	Linebarger Goggan Blair & Sampson L	1949 South Ih 35 78741 PO Box 1742	Austin	TX	78760-7428	
Hidden Analytical Inc		75 Hancock Rd		Peterborough	NH	03458	
High Purity Standards		PO Box 41727		Charleston	SC	29423	
Hillsborough County Tax Collector		PO Box 172920		Tampa	FL	33602	
Hinds Co Ms	Hinds Co Tax Collector	PO Box 1727		Jackson	MS	39215	
Hinds County Tax Collector		PO Box 1727	Add Chg 1 08 04 Cp	Jackson	MS	39215-1727	

CREDITORNAME	CREDITORNOTICENAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Hodges Warehouse		PO Box 470028		Tulsa	OK	74147	
Holders		7027 E 40th St		Tulsa	OK	74145-4522	
Honeywell Sensotec		2080 Arlingate Ln		Columbus	OH	43228-4112	
Hosokawa Micron Powder Systems		PO Box 7777	W502094	Philadelphia	PA	19175-2094	
Houchin Electric Company Inc		Box 471347		Tulsa	OK	74147-1347	
Howard County In	Howard County Treasurer	226 N Main St	2nd Fl	Kokomo	IN	46901	
Howard County Indiana	Michael K Mccrory	Barnes & Thornburg Llp	11 South Meridian St	Indianapolis	IN	46204	
Hpl Illinois Inc		Dept 77 6296		Chicago	IL	60678-6296	
Hsbc Bank Usa		5th Ave At 40th St		New York	NY	10018	
Hub Group Associates Inc		33773 Treasury Ctr		Chicago	IL	60694-3700	
Hullman Services Inc		2134 S Cincinnati		Tulsa	OK	74114	
Huntington County In	Huntington County Treasurer	201 N Jefferson	Room 104	Huntington	IN	46750	
Huron County Treasurer	Huron County Auditors Office	16 East Main St		Norwalk	OH	44857	
Hutchinson Fts Inc	Attn Julie D Dyas Esq C O Halperin	555 Madison Ave 9th Fl		New York	NY	10019	
Hydraquip	Battaglia Raicht Llp	6848 E 41st		Tulsa	OK	74145-4513	
I Inventory	N/a	23 Hinton Rd		Bournemouth		Bh1 2ef	United Kingdom
Iamaw District 10 And Lodge 78 On Behalf Of The Employees And Retirees It Represents	Marianne G Robbins Esq Previant Goldberg Uelmen Gratz Mill	1555 N River Ctr Dr Ste 202		Milwaukee	WI	53212	
Iamaw District 10 And Lodge 78 On Behalf Of The Employees And Retirees It Represents	Marianne G Robbins Previant Goldberg Uelmen Gratz Mill	1555 N Rivercenter Dr Ste 202		Milwaukee	WI	53212	
Ibew Local 663 On Behalf Of The Employees And Retirees It Represents	Marianne G Robbins Esq Previant Goldberg Uelmen Gratz Mill	1555 N Rivercenter Dr Ste 202		Milwaukee	WI	53212	
Ibt Inc		11221 E Pine St		Tulsa	OK	74116	
Ibt Inc		PO Box 2982		Shawnee Mission	KS	66201	
Ibt Inc		PO Box 411238		Kansas City	MO	64141-1238	
Iinventory Limited		2 Lansdowne Crescent Ste 240		Bournemouth		BH11SA	United Kingdom
Illinois Department Of Revenue		100 W Randolph St Level 7 425		Chicago	IL	60601	
Illinois Department Of Revenue		PO Box 19008		Springfield	IL	62794-9008	
Illinois State Treasurer Unclaimed Property Div		PO Box 19496		Springfield	IL	62794-9496	
Illinois Union Insurance Company	Margery N Reed Esq Duane Morris Llp	30 S 17th St		Philadelphia	PA	19103-4196	
Image Labs International		151 Evergreen Dr Ste G		Bozeman	MT	59715	
Image Labs International & Sierra Liquidity Fund	Sierra Liquidity Fund	2699 White Rd Ste 255		Irvine	CA	92614	
Impala Platinum Limited	Isle Of Houghton	3rd Fl Old Trafford 4	Boundary Rd	Houghton		02198	South Africa
Imperial Coffee Service		PO Box 150040		Tulsa	OK	74115	
Imperial Coffee Services & Sierra Liquidity Fund	Sierra Liquidity Fund	2699 White Rd Ste 255		Irvine	CA	92614	
Inco Europe Ltd		Bashley Rd		London			United Kingdom
Income Tax Office		1315 S Washington		Saginaw	MI	48601	
Income Tax Office		PO Box 727	333 Je Bohanen Memorial Dr	Vandalia	OH	45377-0727	
Indiana Department Of Revenue	Bankruptcy Section Room N 203	100 N Senate Ave		Indianapolis	IN	46204	
Indiana Department Of Revenue		PO Box 7218		Indianapolis	IN	46207	
Indiana Secretary Of State		302 W Washington St	Room E 018	Indianapolis	IN	46204	
Indiana Secretary Of State		PO Box 7097		Indianapolis	IN	46207	
Infosight Corporation		PO Box 633664		Cincinnati	OH	45263-3664	
Inorganic Ventures Inc		195 Lehigh Ave Ste 4		Lakewood	NJ	08701	
Inotek Technologies Corporation		PO Box 951514		Dallas	TX	75395-1514	
Inspectorate America Corp		PO Box 200064		Houston	TX	77216-0064	
Inspectorate Griffith Ltd		PO Box 201901		Houston	TX	77216-1901	
Internal Revenue Service	Insolvency	290 Broadway 5th Fl		New York	NY	10007	



CREDITORNAME	CREDITORNOTICENAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
International Rectifier Corporation	Richard Brunette And Theresa Wardle Sheppard Mullin Richter & Hampton L	333 S Hope St 48th Fl		Los Angeles	CA	90071	
International Union Of Operating Engineers Local 101 S On Behalf Of Employees And Retirees It Represents	Barbara S Mehlsack Gorlick Kravitz & Listhaus Pc	17 State St		New York	NY	10004	
International Union Of Operating Engineers Local 18 S On Behalf Of Employees And Retirees It Represents	Barbara S Mehlsack Esq Gorlick Kravitz & Listhaus Pc	17 State St		New York	NY	10004	
International Union Of Operating Engineers Local 832 S On Behalf Of Employees And Retirees It Represents	Barbara S Mehlsack Esq Gorlick Kravitz & Listhaus Pc	17 State St		New York	NY	10004	
Inventory Limited		Regus House George Carl Way		Southampton So		18 2RZ	United Kingdom
Ir Epi Services Inc	Richard Brunette And Theresa Wardle Sheppard Mullin Richter & Hampton L	333 S Hope St 48th Fl		Los Angeles	CA	90071	
Iron Age Corporation		PO Box 730		Westborough	MA	01581	
Iue Cwa Delphi Corp Joint Activities Center	Thomas M Kennedy Susan M Jennik Kennedy Jennik & Murray Pc	113 University Pl		New York	NY	10003	
Iue Cwa Delphi Corp Joint Activities Ctr	Thomas M Kennedy Susan M Jennik Kennedy Jennik & Murray Pc	113 University Pl		New York	NY	10003	
Iue Cwa For Itself And Its Affiliated Local Unions Et Al	Thomas M Kennedy Susan M Jennik Kennedy Jennik & Murray Pc	113 University Pl		New York	NY	10003	
J J Keller & Associates Inc		3003 W Breezewood Ln	PO Box 368	Neenah	WI	54957-0548	
Jackson Co Mo	Jackson County	Manager Of Finance	PO Box 219747	Kansas City	MO	64121	
Jackson Co Ms	Jackson Co Tax Collector	Courthouse	PO Box 998	Pascagoula	MS	39567	
Jackson County	Manager Of Finance	Collection Department	415 E 12th St	Kansas City	MO	64106-8401	
James R Finley		4001 Se Price Rd		Bartlesville	OK	74006-7232	
Jasper County In	Jasper County Treasurer	115 W Washington St	Ste 201	Rensselaer	IN	47978	
Jay County In	Jay County Treasurer	120 Court St		Poerland	IN	47371	
Jefferson Co Ky	Jefferson County Sheriff	PO Box 70300		Louisville	KY	40270	
Jennings County In	Jennings County Treasurer	Government Ctr	PO Box 368	Vernon	IN	47282	
Jesco Products Company Inc		6592 Arrow Dr		Sterling Heights	MI	48314	
Jesse White Secretary Of State	Department Of Business Services	501 S 2nd St		Springfield	IL	62756-5510	
Joe G Tedder Tax Collector		PO Box 1189		Bartow	FL	33830	
Johnson Co Mo	Johnson Co Collector	300 N Holden	Ste 201	Warrensburg	MO	64039	
Johnson County In	Johnson County Treasurer	Courthouse Annex	86 W Court St	Franklin	IN	46131	
Johnson County Ks	Johnson County Treasurer	111 S Cherry St	Ste 1500	Olathier	KS	66061	
Johnson County Treasurer Courthouse Annex		86 W Court St		Franklin	IN	46131	
Johnson Equipment Company		PO Box 802009		Dallas	TX	75380-2009	
Johnson Matthey Alfa Aesar		30 Bond St		Ward Hill	MA	01835-8099	
Johnson Matthey Inc		PO Box 88848	Dept 110	Chicago	IL	60695-1848	
Johnson Matthey Plc	Precious Metals Marketing Division	2001 Nolte Dr		West Deptford	NJ	08066	
Johnson Matthey Plc		PO Box 88877	Dept 310	Chicago	IL	60695-1877	
Johnston Co Nc	Johnston Co Tax Collector	PO Box 451		Smithfield	NC	27577	
Jones Co Ms	Jones Co Tax Collector	PO Box 511		Laurel	MS	39441	
Jpmorgan Chase Bank Na As Administrative Agent		270 Pk Ave		New York	NY	10017	
Jrw Inc		PO Box 2002		Jenks	OK	74037	
Judy Pitts Revenue Commissioner Etowah County Alabama	Etowah County Courthouse	800 Forrest Ave Rm 5		Gadsden	AL	35901	
Justice Golf Car Inc		10118 E 51st		Tulsa	OK	74146-5709	
Kansas Corporate Tax	Kansas Department Of Revenue	913 Sw Harrison St		Topeka	KS	66699-4000	
Kansas Department Of Revenue	Sales Tax Division	915 Sw Harrison St		Topeka	KS	66625	
Kansas Secretary Of State	Memorial Hall 1st Fl	120 S W 10th Ave		Topeka	KS	66612-1594	
Katcon Sa De Cv		Av Manuel Ordenez	No 601 Col Centro	Santa Catrina		66350	Mexico

CREDITORNAME	CREDITORNOTICENAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Kelly Temporary Services		3121 University Dr Ste 160		Auburn Hills	MI	48326	
Kemp	Lesley C	6525 East 5th Pl		Tulsa	OK	74112	
Ken Burton Jr Cfc	Tax Collector Manatee County	PO Box 25300		Bradenton	FL	34206-5300	
Kentucky Department Of Revenue		200 Fair Oaks Lane		Frankfort	KY	40620	
Kentucky Revenue Cabinet		200 Fair Oaks Lane		Frankfort	KY	40620	
Killam Development Ltd		PO Box 499		Laredo	TX	78042	
King Co Wa	King County Tax Collector	500 4th Ave	Room 600	Seattle	WA	98104	
King County Tax Collector Room 600		500 4th Ave		Seattle	WA	98104-2340	
Kinkos Inc		PO Box 672085		Dallas	TX	75267-2085	
Klense	Twila K	703 N 71st East Ave		Tulsa	OK	74115	
Knox Co Tn	Knox County Trustee	PO Box 70		Knoxville	TN	37901	
Knox County Trustee	Mike Lowe Knox Co Trustee C O Attorney Dean B Farmer	Hodges Doughty Carson Pllc	PO Box 869	Knoxville	TN	37901-0869	
Korea Delphi Automotive Systems		23f 395 70 Shindaebang Dong		Seoul		159-714	Korea Republic Of
Kosciusko County In	Kosciusko County Treasurer	100 W Ctr St		Warsaw	IN	46580	
Kostal Kontakt Systeme Gmbh	Ryan D Heilman Esq	40950 Woodward Ave Ste 100		Bloomfield Hills	MI	48304	
Kostal Of America Inc	Co Ryan D Heilman Esq	40950 Woodward Ave Ste 100		Bloomfield Hills	MI	48304	
Kostal Of America Inc	Ryan D Heilman Esq	40950 Woodward Ave Ste 100		Bloomfield Hills	MI	48304	
Kostal Of Mexicana S A De C V	Ryan D Heilman Esq	40950 Woodward Ave Ste 100		Bloomfield Hills	MI	48304	
Kostal Of Mexicana Sa De Cv	Co Ryan D Heilman Esq	40950 Woodward Ave Ste 100		Bloomfield Hills	MI	48304	
Kunz Janitorial		7835 S Granite Ave		Tulsa	OK	74136	
Kuss Corporation	Jill L Murch Foley & Lardner Llp	321 N Clark St Ste 2800		Chicago	IL	60610	
L&w Engineering Co	Ryan D Heilman Esq	40950 Woodward Ave Ste 100		Bloomfield Hills	MI	48304	
Lab Safety Supply Inc		Account 5532165	PO Box 5004	Janesville	WI	53547-5004	
Lab Safety Supply Inc		PO Box 1368	401 S Wright Rd	Janesville	WI	53547-1368	
Lagrange County In	Lagrange County Treasurer	114 W Michigan St	Ste 4	Lagrange	IN	46761	
Lake County Treasurer		105 Main St		Painesville	OH	44077	
Lakeview Local Sch Dst Board Of Education	Treasurer	300 Hillman Dr		Cortland	OH	44410	
Lampton Welding Supply Co Inc		PO Box 765		Wichita	KS	67201-0765	
Landis & Staefa Inc		PO Box 70832		Chicago	IL	60673-0832	
Landstar Express America Inc		PO Box 651434		Charlotte	NC	28265-1434	
Landstar Ligon Inc		Drawer Cs 100733		Atlanta	GA	30384-0733	
Landstar Ranger Inc		PO Box 8500 54293		Philadelphia	PA	19178-4293	
Lansing City Of Eaton	Treasurer	1st Fl City Hall	124 W Michigan Ave	Lansing	MI	48933	
Laporte County In	Laporte County Treasurer	813 Lincolnway Ste 205		Laporte	IN	46360-3491	
Laporte County In	Laporte County Treasurer	PO Box J		Michigan City	IN	46361	
Laser Engineering & Fabrication		PO Box 470284		Tulsa	OK	74147-0284	
Lattof Chevrolet Inc		800 East Northwest Hwy	PO Box 930	Arlington Heights	IL	60006	
Laurens Co Sc	Laurens Co Taxtreasurer	PO Box 1049		Laurens	SC	29360	
Lawrence Co Ky	Lawrence County Sheriff	PO Box 38		Louisa	KY	41230	
Lawrence County In	Lawrence County Treasurer	916 15th St	Ste 27	Bedford	IN	47421	
Le	Thomas V	9209 S 89th E Ave		Tulsa	OK	74133	
Leblang Solano & Ashbaugh Pllp		7615 E 63rd Pl Ste 200		Tulsa	OK	74133	
Lee Co Nc	Lee Co Tax Collector	PO Box 1968		Sanford	NC	27331	
Legett Actuaries	David Hawkins	4131 N Central Expressway	Ste 1100	Dallas	TX	75204	
Leggett Actuaries Inc		4131 N Central Expwy Ste 1100		Dallas	TX	75204	
Lehigh University	Research Accounting	526 Brodhead Ave		Bethlehem	PA	18015	
Lester Assoc Inc	Joe Lester	PO Box 354		Chatham	NJ	07928	
Lexington Co Sc	Lexington Co Treasurer	Dept Of Treasurer	PO Box 3000	Lexington	SC	29071	
Lexington County		212 S Lake Dr		Lexington	SC	29072	
Lexington Fayette Urban County Government Ky	Lexington Fayette	Urban County Government	PO Box 1333	Lexington	KY	40588	
Liberty Industries		133 Commerce St		East Berlin	CT	06023	
Life Insurance Co Of North America	Steve Idoux	1133 15gh St Nw	Ste 400	Wash	DC	20005	

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Life Insurance Of North America Cigna	Catherine Garza	12225 Greenville Ave	Ste 1000	Dallas	TX	75243	
Life Insurance Of North America Cigna	Catherine Garza	12226 Greenville Ave	Ste 1001	Dallas	TX	75244	
Limestone County Al	Limestone County Revenue Commissioner	200 W Washington St	County Courthouse 2nd Fl	Athens	AL	35611	
Limestone County Revenue Commissioner		100 S Clinton St Ste A		Athens	AL	35611	
Lims Usa	N/a	4000 Hollywood Blvd	Ste 730n	Hollywood	FL	33021	
Lims Usa Inc		4000 Hollywood Blvd Ste 730n		Hollywood	FL	33021-6752	
Lincoln Co Ms	Lincoln County Tax Collector	301 South 1st St	Room 109	Brookhaven	MS	39601	
Lincoln County Tax		301 South 1st Room 109		Brookhaven	MS	39601	
Local 1111 Iue Cwa And Its Members	Thomas M Kennedy Susan M Jennik Kennedy Jennik & Murray Pc	113 University Pl		New York	NY	10003	
Local 416 Iue Cwa And Its Members	Thomas M Kennedy Susan M Jennik Kennedy Jennik & Murray Pc	113 University Pl		New York	NY	10003	
Local 698 Iue Cwa And Its Members	Thomas M Kennedy Susan M Jennik Kennedy Jennik & Murray Pc	113 University Pl		New York	NY	10003	
Local 711 Iue Cwa And Its Members	Thomas M Kennedy Susan M Jennik Kennedy Jennik & Murray Pc	113 University Pl		New York	NY	10003	
Local 717 Iue Cwa And Its Members	Thomas M Kennedy Susan M Jennik Kennedy Jennik & Murray Pc	113 University Pl		New York	NY	10003	
Local 718 Iue Cwa And Its Members	Thomas M Kennedy Susan M Jennik Kennedy Jennik & Murray Pc	113 University Pl		New York	NY	10003	
Local 755 Iue Cwa And Its Members	Thomas M Kennedy Susan M Jennik Kennedy Jennik & Murray Pc	113 University Pl		New York	NY	10003	
Local 801 Iue Cwa And Its Members	Thomas M Kennedy Susan M Jennik Kennedy Jennik & Murray Pc	113 University Pl		New York	NY	10003	
Lockport City School District Ny	Lockport City School District	School Tax Collector	1 Locks Plaza	Lockport	NY	14094	
Logan Co Ky	Logan County Sheriff	PO Box 113		Russellville	KY	42276	
Logan County Ar	Logan County Tax Collector	Logan County Courthouse	25 West Walnut	Paris	AR	72855	
Logan County Treasurer		100 South Maddriver St	Room 104	Bellefontaine	OH	43311	
Lorain County Treasurer		226 Middle Ave		Elyria	OH	44035	
Los Angeles County Collector		PO Box 54027		Los Angeles	CA	90054	
Los Angeles County Treasurer And Tax Collector	Revenue And Enforcement	PO Box 54110		Los Angeles	CA	90054	
Louisiana Department Of Revenue	Eft Processing	PO Box 4018		Baton Rouge	LA	70821-4018	
Louisiana Secretary Of State	Commercial Division	PO Box 94125		Baton Rouge	LA	70804-9125	
Louisville Jefferson County Metro Government	Jefferson County Attorneys Office	Fiscal Court Building	531 Court Pl Ste 1001	Louisville	KY	40202	
Lowndes C Ms	Lowndes Co Tax Collector	PO Box 1077		Columbus	MS	39703	
Lubbock Central Appraisal District	Laura J Monroe	Perdue Brandon Fielder Collins & Mo	PO Box 817	Lubbock	TX	79408-0817	
Lubbock Co Tx	Lubbock Co Tax Assessor /collector	PO Box 10568		Lubbock	TX	79408	
Lucas County Treasurer		One Government Ctr 500		Toledo	OH	43604	
Ludlow	Christine L	PO Box 1326		Catoosa	OK	74015	
Lula Lunsford Huff Muscogee County Tax Commissioner	Tax Commissioner	PO Box 1441		Columbus	GA	31902-1441	
Lumpkin Co Ga	Lumpkin Bd Of Collector	99 Courthouse Hill		Dahlonega	GA	30533	
Lynda Hall Tax Collector Madison County Courthouse		100 Northside Sq		Huntsville	AL	95808	
M&d Controls Inc		4142 S 70th E Ave		Tulsa	OK	74145-4639	
Macon Co Nc	Macon Co Tax Collector	5 West St		Franklin	NC	28734	
Madison Co Ky	Madison County Sheriff	101 West Main St		Richmond	KY	40475	
Madison Co Ms	Madison Co Tax Collector	PO Box 113		Canton	MS	39046	
Madison Co Tn	Madison County Trustee	100 E Main	Rm 107	Jackson	TN	38301	
Madison County Al	Madison County Collector	100 Northside Square	County Courthouse	Huntsville	AL	35801	
Madison County In	Madison County Treasurer	16 E 9th St		Anderson	IN	46016	
Madison County Indiana Treasurer	C O Thomas M Beeman	33 W 10th St Ste 200		Anderson	IN	46016	

CREDITORNAME	CREDITORNOTICENAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Madison Heights City Of Oakland		300 W 13 Mile Rd		Madison Heights	MI	48071	
Madison Twp Lenawee	Lenawee County Treasurer	301 N Main St Old Courthouse		Adrian	MI	49221	
Magid Glove & Safety Mfg Co Llc		2060 North Kolmar Ave		Chicago	IL	60639	
Magnesium Elektron Inc	C O Jerrold S Kulback Esq / Archer & Greiner Pc	One Centennial Sq		Haddonfield	NJ	08033	
Magnesium Elektron Inc		500 Point Breeze Rd		Flemington	NJ	08822-9111	
Magnesium Elektron Inc		PO Box 8500 2480		Philadelphia	PA	19178-2480	
Manager Of Finance	Jackson County Manager Of Finance	Bankruptcy 415 E 12th St		Kansas City	MO	64106	
Manatee Tax County Collector		PO Box 25300		Sarasota	FL	25300	
Maricopa Co Az	Maricopa County Treasurer	PO Box 78574		Phoenix	AZ	85062	
Maricopa County Treasurers Office	Barbara Lee Caldwell	Herbert Schenk Pc	4742 N 24th St Ste 100	Phoenix	AZ	85016	
Marion Co Ky	Marion County Sheriff	102 W Main St	Courthouse	Lebanon	KY	40033	
Marion Co Ms	Marion Co Tax Collector	250 Board St	Ste 3	Columbia	MS	39429	
Marion Co Sc	Marion Co Tax Treasurer	PO Box 275		Marion	SC	29571	
Marion Co Treasurer		PO Box 275		Marion	SC	29571	
Marion County In	Marion County Treasurer	200 E Washington St Rm 1001		Indianapolis	IN	46204	
Marion County Tax Collector		PO Box 970		Ocala	FL	34478-0970	
Marisol International		1645 Republic Rd St B2		Springfield	MO	65807	
Marisol International		9741 E 56th St North		Tulsa	OK	74117	
Marsh Bellofram Corporation		PO Box 70670		Cleveland	OH	44190-0670	
Marshall County Al	Marshall County Revenue Commissioner	Marshall County Courthouse	424 Blount Ave Ste 124	Guntersville	AL	35976	
Marshall County In	Marshall County Treasurer	112 W Jefferson St	Room 206	Plymouth	IN	46563	
Martin Marietta Energy Systems Inc		PO Box 2008 MS 6294		Oak Ridge	TN	37831	
Massachusetts Department Of Revenue		PO Box 7025		Boston	MA	02204	
Matheson Tri Gas		21984 Network Pl		Chicago	IL	60673-1219	
Mathews Local School District		4434 B Warren Sharon Rd		Vienna	OH	44473	
Matrix Material Handling		10700 N Gamett		Oklahoma City	OK	73114	
Maury Co Tn	Maury County Trustee	One Public Square		Columbia	TN	38401	
Maury County Trustee		One Public Square		Columbia	TN	38401	
Mc Master Carr Supply Co		200 Aurora Industrial Pky		Aurora	OH	44202	
Mccollum	Mary S	23855 South Hwy 66		Claremore	OK	74017	
Mcdonald County Collector Cloteel Atkins		Box 725		Pineville	MO	64856	
Mckee	Stephen M	Rt 3 Box 209		Chelsea	OK	74016	
Mcmaster Carr Supply Company		PO Box 4355		Chicago	IL	60680	
Mcmaster Carr Supply Company		PO Box 7690		Chicago	IL	60680-7690	
Mcnairy Co Tn	Mcnairy County Trustee	Courthouse		Selmer	TN	38375	
Mdis Inc		Dept 31702	PO Box 6187	Chicago	IL	60680-6187	
Medina County Treasurer		144 N Broadway St		Medina	OH	44256	
Mega Printing Services Inc		514 South Peoria		Tulsa	OK	74120-3820	
Megasack Corp		PO Box 1089		Magnolia	AR	71754	
Mei Labels		19014 E Admiral Pl		Catoosa	OK	74012	
Meltric Corporation		4640 Ironwood Dr		Franklin	WI	53132	
Met Life	National Accounts	Dept Ch 10261		Palatine	IL	60066-0261	
Metallurg Vanadium	Vanadium Division	PO Box 310		Cambridge	OH	43725	
Metlife	Lynn Dabrowski	660 New Ctr One	3031 W Grand Blvd	Detroit	MI	48202	
Metlife	Maria Shulte	PO Box 981282		El Paso	TX	79998	
Metrocall		3202 6 South Memorial		Tulsa	OK	74145	
Metrocall		890 E Heinberg St		Pensacola	FL	32502	
Metropolitan Trustee Tn	Metropolitan Trustee	PO Box 305012		Nashville	TN	37230	
Mettler Toledo Inc		1900 Polaris Pkwy		Columbus	OH	43240	
Miami County Treasurer		201 W Main St	Safety Building	Troy	OH	45373-3263	
Miami Dade County Tax Collector	C O Metro Dade County Paralegal Uni	140 W Flagler St Ste 1403		Miami	FL	33130	
Mich Dept Of Labor & Economic Growth	Bureau Of Commercial Services	Corp Div	PO Box 30768	Lansing	MI	48909	
Michigan Department Of Treasury		PO Box 30059		Lansing	MI	48909	

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Michigan Dept Of Labor & Economic Growth	Bureau Of Commercial Services	Corp Div	PO Box 30702	Lansing	MI	48909	
Michigan Dept Of Labor & Economic Growth	Bureau Of Commercial Services Corp Div	PO Box 30702		Lansing	MI	48909	
Michigan Wholesale Printing		20732 Negaunee		Southfield	MI	48034	
Micro Motion Inc		PO Box 70707		Chicago	IL	60673	
Micro Phenomena Limited Liability		111 Tsimiski St		Thessaloniki		54622	Greece
Micro Tel Center	N/a	4700 Holcomb Bridge Rd		Norcross	GA	30092	
Microtech Machine Co Inc		222 Camp McDonald Rd		Wheeling	IL	60090	
Midamerica Recycling		2742 Se Market St		Des Moines	IA	50317	
Midland Recycling	Midamerica Recycling	2742 Se Market St		Des Moines	IA	50317	
Milford Township	Milford Township Treasurer	1100 Atlantic		Milford	MI	48381	
Minarik Corp		PO Box 25033		Glendale	CA	91221	
Minarik Corporation		2309 Spring Lake Rd Ste 680		Dallas	TX	75234	
Mine Safety Appliances Company		PO Box 640348		Pittsburgh	PA	15264-0348	
Minnesota Department Of Revenue	Corporate Estimated Tax	Mail Station 1260		St Paul	MN	55145-1260	
Minnesota Revenue		Mail Station 1250		St Paul	MN	55145-1250	
Mississippi Corporate Tax Division		PO Box 1033		Jackson	MS	39215-1033	
Mississippi State Tax Commission	Bankruptcy Section	PO Box 23338		Jackson	MS	39225-3338	
Mississippi Tax Commission	Use Tax Return	PO Box 960		Jackson	MS	39205	
Missouri Department Of Revenue		PO Box 700		Jefferson City	MO	65105-0700	
Mitco Inc		1601 Steele Ave Sw		Grand Rapids	MI	49507-1596	
Mitsubishi Corporation		3 1 Marunouchi 2 Chome		Chiyoda Ku			Japan
Mitsubishi Motors Corporation		33-8 Shiba 5 Chrome	Minato Ku	Tokyo 108			Japan
Mmr Enterprises Inc Of Texas		10518 Cw Hawn Freeway		Dallas	TX	75217	
Mobile Field Engineer		4055 Valley View Ln	Ste 400	Dallas	TX	75244	
Mobile Field Engineer		4055 Valley View Ln Ste 400		Dallas	TX	75244	
Monitor Township Treasurer		2483 Midland Rd		Bay City	MI	48706	
Monitor Twp	Treasurer	2483 Midland Rd		Bay City	MI	48706	
Monroe Co Mo	Monroe Co Collector	300 N Main	PO Box 245	Paris	MO	65275	
Monroe Co Ny	Monroe County Treasurer	PO Box 14420		Rochester	NY	14614	
Monroe County In	Monroe County Treasurer	Courthouse Room 204		Bloomington	IN	47404	
Monroe County Treasurer		101 N Main St	Room 21	Woodsfield	OH	43793	
Montague Co Tx	Montague Co Tax Assessor Collector	PO Box 8		Montague	TX	76251	
Montague County	Elizabeth Weller	Linebarger Goggan Blair & Sampson L	2323 Bryan St Ste 1600	Dallas	TX	75201	
Montgomery Co Tn	Montgomery County Trustees Office	350 Pageant Ln	Ste 101 A	Clarksville	TN	37041	
Montgomery Co Tx	Montgomery Co Tax Assessor / Collector	PO Box 201582	PO Box 2233	Houston	TX	77216	
Montgomery Co Va	County Of Montgomery	755 Roanoke St	Ste 1b	Christianburg	VA	24073	
Montgomery County	John P Dillman	Linebarger Goggan Blair & Sampson	PO Box 3064	Houston	TX	77253-3064	
Montgomery County Al	Montgomery County Collector	PO Box 1667		Montgomery	AL	36102	
Montgomery County Treasurer		451 W Third St		Dayton	OH	45422-0476	
Montgomery County Treasurer		PO Box 817600		Dayton	OH	45481	
Montgomery County Treasurer		PO Box 972		Dayton	OH	45422-0475	
Morgan County Al	Morgan County Tax Collector	PO Box 696		Decatur	AL	35602	
Morgan County Revenue Commissioner	Amanda G Scott Cpa	PO Box 696		Decatur	AL	35602	
Msc Industrial Supply		6700 Discovery Blvd		Marbleton	GA	30059	
Msc Industrial Supply Co		75 Maxess Rd		Melville	NY	11747	
Msc Industrial Supply Company Inc		Dept Ch 0075		Palatine	IL	60055-0075	
Muscogee County Ga	Muscogee County Tax Commissioner	PO Box 1441		Columbus	GA	31902	
Mystaff		PO Box 94435		Tulsa	OK	74194	
Mystaff		PO Box 973053		Dallas	TX	75397-3053	
Nacogdoches Co Tx	Nacogdoches C Tax Assessor	/ Collector	216 W Hospital St	Nacogdoches	TX	75961	
Nacogdoches County Cad		220 W Hospital St		Nacogdoches	TX	75963-1668	
Nanostellar Inc	Panjak Dhingra President And Ceo	3696 Haven Ave		Redwood City	CA	94063	
National Instruments		11500 N Mopac Expwy		Austin	TX	78759	

CREDITORNAME	CREDITORNOTICENAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
National Instruments		PO Box 840909		Dallas	TX	75284-0909	
National Staffing Alternatives		PO Box 1155		Lima	OH	45802	
Nebraska Department Of Revenue	Attn Bankruptcy Unit	PO Box 94818		Lincoln	NE	68509-4818	
Nemaha County Ks	Nemaha County Treasurer	607 Nemaha St	PO Box 233	Seneca	KS	66538	
Nemaha County Treasurer		607 Nemaha	PO Box 233	Seneca	KS	66538	
Nett Technologies Inc		2 6707 Goreway Dr		Mississauga	ON	L4V1P7	Canada
Netsch Incorporated		119 Pickering Way		Exton	PA	19341-1393	
Nevada Legal Press		3301 S Malibou Ave		Pahrump	NV	89048-6489	
New Hampshire Department Of State	Annual Reports	PO Box 9529		Manchester	NH	03108-9529	
New Horizons Computer Learning		4943 S 78th E Ave		Tulsa	OK	74145	
New Jersey Sales Tax	Division Of Taxation	PO Box 999		Trenton	NJ	08646	
New Logic Research Inc		1295 67th St		Emeryville	CA	94608	
New Mexico Taxation & Revenue Dept	Corporate Income & Franchise Tax	PO Box 25127		Santa Fe	NM	87504-5127	
New Pig Corporation		One Pork Ave		Tipton	PA	16684-0304	
New York State Department Of Taxation And Finance	Bankruptcy Section	PO Box 5300		Albany	NY	12205-0300	
New York State Sales Tax Processing		PO Box 1208		New York	NY	10116	
Newark Electronics		3524 Nw 56th St Ste 202		Oklahoma City	OK	73112	
Newark Electronics		PO Box 94151		Palatine	IL	60094-4151	
Newton Co Ms	Newton Co Tax Collector	PO Box 7		Decatur	MS	39327	
Newton County In	Newton County Treasurer	Courthouse		Kentland	IN	47951	
Ngk Automotive Ceramics Usa Inc		119 Mazzeppa Rd		Mooresville	NC	28115	
Ngk Spark Plug Mfg Usa Inc		PO Box 2943		Charleston	WV	25330-2943	
Nh Dept Of Revenue Administration	Document Processing Division	PO Box 637		Concord	NH	03302-0637	
Niles City Income Tax Department		34 W State St		Niles	OH	44446	
Nissan North America Inc	C O Michael R Paslay Esq Waller Lansden Dortch & Davis Llp	511 Union St Ste 2700		Nashville	TN	37219	
Nj Department Of Treasury Unclaimed Property		PO Box 214		Trenton	NJ	08646-0214	
Noble County In	Noble County Treasurer	101 N Orange St		Albion	IN	46701	
Nomad Engineering		707 Waters Edge Dr 303		Lake Villa	IL	60046	
Nomad Engineering		712 Waters Edge No 301		Lake Villa	IL	60046	
Norit Americas		3200 University Ave	PO Box 790	Marshall	TX	75670	
Norstan Communications	N/a	Sds 12 0976	Box 86	Minneapolis	MN	55486	
Norstone Inc		101 Surrey Rd		Melrose Pk	PA	19027-2931	
North Carolina Dept Of Revenue		PO Box 25000		Raleigh	NC	27640-0500	
North Carolina Secretary Of State	Corporations Division	PO Box 29525		Raleigh	NC	27626-0525	
North Muskegon City Of Muskegon		1502 Ruddiman Dr		North Muskegon	MI	49445	
Novi City Of Oakland	Tax Collection Processing	Drawer 3050	PO Box 79001	Detroit	MI	48279	
Nueces Co Tx	Nueces Co Tax Assessor / Collector	PO Box 2810		Corpus Christi	TX	78403	
Nueces County	Diane W Sanders Linebarger Goggan Blair & Sampson L	1949 S Ih 35 78741	PO Box 17428	Austin	TX	78760-7428	
Nyacol Nano Technologies Inc		Megunko Rd	PO Box 349	Ashland	MA	01721-0349	
Nyacol Nano Technologies Inc		PO Box 847928		Boston	MA	02284-7928	
Nys Corporation Tax	Processing Unit	PO Box 22038		Albany	NY	12201-2038	
Nys Estimated Corporation Tax	Processing Unit	PO Box 22109		Albany	NY	12201-2109	
O C Tanner Recognition Company	Lesia Harmon	1930 S State St		Salt Lake City	UT	84115	
Oak Park City Of Oakland	City Treasurer	13600 Oak Pk Blvd		Oak Pk	MI	48237	
Oc Tanner Recognition Company		1930 South State St		Salt Lake City	UT	84115-2383	
Oconee Co Sc	Oconee Co Tax Treasurer	PO Box 429		Walhalla	SC	29691	
Oem Specialty Glass		14175 E 42nd Ave Ste 50		Denver	CO	80239	
Office Of Secretary Of State	Annual Registration Filings	PO Box 23038		Columbus	GA	31902-3038	
Office Of Tax & Revenue		PO Box 601		Washington	DC	20044-0601	
Office Of Tax Commissioner		600 E Blvd Ave	Dept 127	Bismarck	ND	58505-0599	
Ohio Department Of Revenue		PO Box 16561		Columbus	OH	43216	



CREDITORNAME	CREDITORNOTICENAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Ohio Department Of Taxation	Rebecca L Daum	30 E Broad St		Columbus	OH	43215	
Ohio Department Of Taxation		PO Box 27		Columbus	OH	43216-0027	
Ohio Department Of Taxation		PO Box 804		Columbus	OH	43216-0804	
Ohio Treasurer Of State		PO Box 182101		Columbus	OH	43218-2101	
Oil Capital Electric Llc		12718 East 55th St		Tulsa	OK	74146-6221	
Oil Capital Electric Llc		PO Box 21228 Dept No 30		Tulsa	OK	74121-1228	
Okaloosa County Tax Collector		PO Box 1029		Crestview	FL	32536	
Oklahoma Alliance For Manufacturing	Excellence	525 S Main St Ste 210		Tulsa	OK	74103	
Oklahoma County Ok	Oklahoma County Treasurer	PO Box 268875		Oklahoma City	OK	73126	
Oklahoma Secretary Of State		2300 N Lincoln Blvd Room 101		Oklahoma City	OK	73105-4897	
Oklahoma Tax Commission	Bankruptcy Section General Counsels Office	PO Box 53248		Oklahoma City	OK	73152-3248	
Oklahoma Tax Commission	Franchise Tax	PO Box 26930		Oklahoma City	OK	73126-0930	
Oklahoma Tax Commission		PO Box 26800		Oklahoma City	OK	73126-0800	
Omega Engineering Inc	One Omega Dr	PO Box 4047		Stamford	CT	06907-0047	
Omega Engineering Inc		PO Box 740496		Atlanta	GA	30374-0496	
Omg Americas Inc		811 Sharon Dr		Westlake	OH	44145-1522	
Omg Americas Inc		PO Box 6066n		Cleveland	OH	44193	
Onyx Industrial Services Inc	Waste Management Tulsa	PO Box 78251		Phoenix	AZ	85062-8251	
Opeco Inc		601 Se 30 St		Oklahoma City	OK	73129	
Orange County Collector		PO Box 1982		Santa Ana	CA	92702	
Orange County Treasurer Tax Collector		PO Box 1438		Santa Ana	CA	92702	
Oregon Department Of Revenue		PO Box 14790		Salem	OR	97309-0470	
Oregon Secretary Of State	Corporation Division	PO Box 4353		Portland	OR	97208-4353	
Orion Twp Oakland		2525 Joslyn Rd		Lake Orion	MI	48360	
Orton Ceramic Foundation		6991 Old 3c Hwy	Westerville Oh 43082	Westerville	OH	43082	
Osborn Equipment Sales Inc		2100 North Yellowood Ave		Broken Arrow	OK	74012	
Otis Elevator Co		PO Box 730400		Dallas	TX	75373-0400	
Ottawa County Treasurer		315 Madison		Port Clinton	OH	43452	
Oxford Global Resources Inc		PO Box 7071		Beverly	MA	01915	
Oxford Twp Oakland	Treasurer	18 W Burdick St		Oxford	MI	48371	
Pa Department Of Revenue	Bureau Of Corporation Taxes	Dept 280427		Harrisburg	PA	17128-0427	
Pacific Employers Insurance Company	Margery N Reed Esquire Duane Morris Llp	30 S 17th St		Philadelphia	PA	19103-4196	
Paige Johnson		11826 E166th St North		Collinsville	OK	74021	
Palm Beach County Tax Collector	Tangible Personal Property	PO Box 3353		West Palm Beach	FL	33402	
Palm Beach County Tax Collector		PO Box 3715		West Palm Beach	FL	33402-3715	
Pam Transport		PO Box 1000 Dept 340		Memphis	TN	38148-0340	
Panalpina Inc		PO Box 581824		Tulsa	OK	74158	
Panatek Inc		2358 Hassell Rd Ste E	Hoffman Estates Il 60195	Hoffmn Estates	IL	60195	
Paragon Laboratories Inc		12649 Richfield Ct		Livonia	MI	48150	
Parker Co Tx		Parker Co Tax Assessor / Collector	1108 Santa Fe Dr	Weatherford	TX	76086	
Pc Computers & Software Inc		8125 G E 51st St		Tulsa	OK	74145	
Pennsylvania Department Of Revenue	Bankruptcy Division	PO Box 280946		Harrisburg	PA	17128-0946	
Pension Benefit Guaranty Corp	Jeffrey Cohen	1200 K St Nw		Washington	DC	20005	
Perkin Elmer Llc		761 Main Ave	Mail Station 10	Norwalk	CT	06859-0010	
Perkin Elmer Llc		PO Box 101668		Atlanta	GA	30392-1668	
Peyton C Cochrane Tax Collector		714 Greensboro Ave Rm 124		Tuscaloosa	AL	35401	
Pgs Incorporated		PO Box 471465		Tulsa	OK	74147-1465	
Philadelphia Mixing Solutions		PO Box 8500 2180		Philadelphia	PA	19178-2180	
Pickaway County Treasurer	Court House	207 South Court St		Circleville	OH	43113	
Pickens County Ga	Pickens County Tax Commissioner	35 West Church St	Ste 100	Jasper	GA	30143	
Pima Co Az		Pima County Treasurer	115 N Church Ave	Tucson	AZ	85701	
Pima County Treasurer Pima County Assessor Pima County Arizona	Pima County Attorneys Office Civil	32 N Stone Ave Ste 2100		Tucson	AZ	85701	

CREDITORNAME	CREDITORNOTICENAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Pinal County Treasurer	Dolores J Doolittle	PO Box 729		Florence	AZ	85232-0729	
Pinellas County Tax Collector		PO Box 10832		Clearwater	FL	33757	
Platinum Equity	Robert Loring Vp Business Development	360 N Crescent		Beverly Hills	MI	90210	
Plymouth Twp Wayne	Treasurer	PO Box 8040		Plymouth	MI	48170	
Pneu Con		Pneumatic Conveying Inc	960 E Grevillea Ct	Ontario	CA	91761	
Pneumatic Conveying		960 East Grevillea Court		Ontario	CA	91761	
Pneumatic Conveying		C/o Osborn Equipment Sales	2100 N Yellowood Ave	Broken Arrow	OK	74012	
Polk County Tax Collector		PO Box 1189		Lakeland	FL	33831	
Pontiac City Of Oakland		PO Box 431406		Pontiac	MI	48343	
Pope County Ar	Pope County Tax Collector	100 West Main St		Russellville	AR	72801	
Portage County Treasurer		449 S Meridian 1st Fl	PO Box 1217	Ravenna	OH	44266	
Posi Flate		1125 Willow Lake Blvd		Saint Paul	MN	55110	
Posi Flate		C/o Osborn Equipment Sales	2100 N Yellowood Ave	Broken Arrow	OK	74012	
Prairie County Ar	Prairie County Sheriff / Collector	PO Box 1021		Des Arc	AR	72040	
Precision Fitting & Gauge Co		1214 S Joplin Ave		Tulsa	OK	74112	
Premier Manufacturing Support Svc		2828 Highland Ave		Cincinnati	OH	45212	
Premier Manufacturing Support Svc		PO Box 73287		Chicago	IL	60673-7287	
Prime Systems Incorporated		32915 Aurora Rd Ste 100		Cleveland	OH	44139	
Prince Georges County Maryland	C O Meyers Rodbell And Rosenbaum Pa	6801 Kenilworth Ave Ste 400		Riverdale	MD	20737-1385	
Psc Inc Power Systems		21761 Tungsten Rd		Cleveland	OH	44117	
Radley Corporation	N/a	23077 Greenfield	Ste 440	Southfield	MI	48075	
Ram Machine Inc		101 E Hobson Ave		Sapulpa	OK	74066-2807	
Rankin Co Ms	Rankin County Tax Collector	211 E Govt St	Ste B	Brandon	MS	39042	
Rankin County		211 E Govt St	Ste B	Brandon	MS	39042	
Ray Valdes Seminole County Tax Collector		1101 E First St	PO Box 630	Sanford	FL	32772	
Rds Mechanical Inc		PO Box 927		Edgewood	TX	75117	
Regal Plastic Supply Co		PO Box 411458		Kansas City	MO	64141	
Retirees Of Delphi Corp Or Any Of It Predecessors Et Al	Thomas M Kennedy/susan M Jennik Kennedy Jennik & Murray Pc	113 University Pl		New York	NY	10003	
Retirees Of Delphi Corp Or Any Of Its Predecessors Et Al	Thomas M Kennedy Susan M Jennik Kennedy Jennik & Murray Pc	113 University Pl		New York	NY	10003	
Rexel Nelson		Dept 0713	PO Box 120713	Dallas	TX	75312-0713	
Rexel Nelson Electrical Supplies		13655 East 61st	Broken Arrow Ok 74012	Tulsa	OK	74012	
Rhodia		259 Prospect Plains Rd		Cranbury	NJ	08512-7500	
Rhodia Terres Rares Sa		Zi 26 Rue		Chef De Baie			France
Ripley County In	Ripley County Treasurer	PO Box 176		Versailles	IN	47042	
Riverside County Collector		PO 12005		Riverside	CA	92502	
Robert Bosch Gmbh	Attn Judith Lowitz Adler	38000 Hills Tech Dr		Farmington Hills	MI	48331	
Robert Bosch Gmbh	Judith Lowitz Adler	38000 Hills Tech Dr		Farmington Hills	MI	48331	
Robertson Co Tn	Robertson County Trustee	515 S Brown St		Springfield	TN	37172	
Robertson Microlit Laboratories Inc		29 Samson Ave	PO Box 927	Madison	NJ	07940	
Rochester Hills City Of Oakland	Drawer 7783	PO Box 79001		Detroit	MI	48279	
Rogers County Treasurer		PO Box 699		Claremore	OK	74018	
Ronald A Leggett Collector Of Rev	Ronald A Leggett Collector Of Reven	109 City Hall		St Louis	MO	63103	
Rosemount Analytical		Customer Financial Services	12001 Technology Dr Ab03	Eden Prairie	MN	55344	
Roseville City Of Macomb	City Treasurer	PO Box 290		Roseville	MI	48066	
Rotaform Llc	C O Rebecca Simoni Esq	Von Briesen & Roper	411 E Wisconsin Ave Ste 700	Milwaukee	WI	53202	
Rotaform Llc	Co Rebecca Simoni Esq	Von Briesen & Roper	411 E Wisconsin Ave Ste 700	Milwaukee	WI	53202	
Roto Rooter		8125 E Skelly Dr		Tulsa	OK	74129-3409	
Rowland Technical Staffing		Dept 1434		Tulsa	OK	74128	
Royal Oak City Of Oakland	Treasurers Office	PO Box 64		Royal Oak	MI	48066	
Russell Co Va	Russell Co Treasurer	PO Box 121		Lebanon	VA	24266	
Ryerson Tull		PO Box 6576		Tulsa	OK	74156	
Sabin Metal Corporation		300 Pantigo Pl	Ste 102	East Hampton	NY	11937	



CREDITORNAME	CREDITORNOTICENAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Sachem		PO Box 915043		Dallas	TX	75391-5043	
Sachem Inc		821 E Woodward St		Austin	TX	74704-7418	
Saginaw City Of Saginaw	Treasurer	1315 S Washington Ave		Saginaw	MI	48601	
Saint Johns City Of Clinton		PO Box 477		Saint Johns	MI	48879	
Saint Johns County Tax Collector		PO Box 9001		Saint Augustine	FL	32085	
Salis Inc Formerly Colonial Tax Compliance	Chris Albrecht	300 Colonial Ctr Pkwy Ste 300		Roswell	GA	30076	
San Benito Cisd	Diane W Sanders Linebarger Goggan Blair & Sampson L	1949 S Ih 35 78741	PO Box 17428	Austin	TX	78760-7428	
San Benito Isd Tx	San Benito Cisd Tax Office	152 E Rowson St		San Benito	TX	78586	
San Bernardino County Collector		172 W Third St 1st Fl		San Bernardino	CA	92415	
San Diego County Collector		PO Box 129009		San Diego	CA	92112	
San Joaquin County Collector		PO Box 2169		Stockton	CA	95201	
San Marcos Cisd	Diane W Sanders Linebarger Goggan Blair & Sampson L	1949 South Ih 35 78741	PO Box 17428	Austin	TX	78760-7428	
Santa Clara County Collector	County Government Ctr E Wing	70 W Hedding St		San Jose	CA	95110	
Santa Rosa County Tax Collector	Attn Cindy Grimes Delinquent Tax De	PO Box 7100		Milton	FL	32572	
Sarasota County Tax Collector		101 Washington Blvd S		Sarasota	FL	34236	
Sasol Germany Gmbh	Attn Accounting	Anckelmannsplatz 1	Postfach 60 23 05	Hamburg		D-22223	Germany
Sasol Germany Gmbh	Inorganic Specialty Chemicals	Attn Dr Stefan Maedje	Anckelmannsplatz 1	Hamburg		D 20537	Germany
Sasol Vista Chemical		PO Box 910855		Dallas	TX	75391-0855	
Sc Department Of Revenue		Corporation Return		Columbia	SC	29214-0100	
Scott		1619 N Hickory Ave		Broken Arrow	OK	74012	
Scott County In	Scott County Treasurer	1 E McClain Ave	Room 140	Scottsburg	IN	47170	
Scott Rice Co		PO Box 850315		Oklahoma City	OK	73185-0315	
Screven County Ga	Screven County Tax Commissioner	PO Box 86		Sylvania	GA	30467	
Seal Master Corporation		368 Martinel Dr		Kent	OH	44240-4368	
Sebring Systems	John Yeager	9726 E 42nd St	Ste 201	Tulsa	OK	74147	
Sebring Systems Tec Inc		9726 East 42nd St	Ste 201	Tulsa	OK	74146	
Secretary Of State		1500 11th St	PO Box 944230	Sacramento	CA	94244-2300	
Secretary Of State		202 N Carson St		Carson City	NV	89701-4201	
Securenet Inc		12211 East 52nd St South	Ste 301	Tulsa	OK	74146	
Securenet Inc		PO Box 700277		Dallas	TX	75370-0277	
Securitas		12672 Collections Ctr Dr		Chicago	IL	60693	
Securitas Companies		12672 Collections Ctr Dr		Chicago	IL	60693	
Seltech Inc		PO Box 33188	5321 S Sheridan Rd Ste 31	Tulsa	OK	74153	
Seminole County Tax Collector		PO Box 630		Sanford	FL	32772	
Seneca Ceramics Corp		PO Box 213		Phelps	NY	14532	
Seneca Ceramics Corp & Sierra Liquidity Fund	Sierra Liquidity Fund	2699 White Rd Ste 255		Irvine	CA	92614	
Servotech Engineering		510 Savage Rd		Belleville	MI	48111	
Sgs Canada Inc		PO Box 4580 Dept 5		Toronto		M5W 4W2	Canada
Sgs Lakefield Research Limited		Box 4300 185 Concession St		Lakefield	ON	K0L 2H0	Canada
Shainin Lic		3115 T Ave		Anacortes	WA	98221	
Shanghai Delphi Emission		Xi Ya Rd 150 Gao Qiao	Free Trade Zone	Pudong Shanghai		200137	China
Shanin Lic		3115 T Ave		Anacortest	WA	98221	
Shelby Co Tn	Shelby County Trustee	PO Box 2751		Memphis	TN	38101	
Shelby County In	Shelby County Treasurer	25 W Polk St	Room 102	Shelbyville	IN	46176	
Shelby County Trustee		PO Box 2751		Memphis	TN	38101-2751	
Shelby Twp Macomb	Treasurer	52700 Van Dyke		Shelby Twp	MI	48316	
Shepherd Chemical		PO Box 630095		Cincinnati	OH	45263	
Shepherd Controls & Associates		203 A S Jupiter		Allen	TX	75002	
Shepherd Controls & Associates		PO Box 678158		Dallas	TX	75267-8158	
Shredders Inc		635 West 41st St		Tulsa	OK	74107	

CREDITORNAME	CREDITORNOTICENAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Sierra Liquidity Fund Llc Assignee New Logic Research Inc Assignor	Sierra Liquidity Fund Llc	2699 White Rd Ste 255		Irvine	CA	92614	
Sigma Aldrich Inc		PO Box 951524		Dallas	TX	75395-1524	
Smc Dallas		1301 West Beltline	Ste 119	Carrollton	TX	75006	
Smith Co Ms	Smith County Tax Collector	PO Box 157		Raleigh	MS	39153	
Smith Co Tn	Smith County Trustee	122 Turner High	Ste 104	Carthage	TN	37030	
Smith Co Trustee		122 Turner High Cir Ste 104		Carthage	TN	37030	
Smith County Trustee	Jamie D Winkler	PO Box 332		Carthage	TN	37030	
Soder Mechanical Inc		9526 A E 54th St		Tulsa	OK	74145	
Software Spectrum		22721 E Mission		Liberty Lake	WA	99019	
Software Spectrum		PO Box 848264		Dallas	TX	75284-8264	
Sojitz Corporation Of America		1211 Ave Of The Americas		New York	NY	10036	
Sojitz Corporation Of America		PO Box 360913m		Pittsburgh	PA	15251	
Sonitrol Of Tulsa		PO Box 910454		Dallas	TX	75391	
South Carolina Dept Of Revenue		Corporation		Columbia	SC	29214-0006	
Southern Material Handling Company		PO Box 470890	8118 E 44th St	Tulsa	OK	74147-0890	
Southern Sheet Metal Works Inc		Dept 124	PO Box 21228	Tulsa	OK	74121-1228	
Southern Sheet Metal Works Inc		PO Box 50008		Tulsa	OK	74150	
Southwest Pumps & Filters		2335 E Chestnut Expwy Ste A104		Springfield	MO	65802	
Southwest Pumps & Filters Inc		2335 E Chestnut Expwy Ste A104		Springfield	MO	65802	
Southwest Pumps & Filters Inc		2335 East Chestnut Expressway	Ste A104	Springfield	MO	65802	
Southwest Pumps & Filters Inc Trading Company		2335 East Chestnut Expressway	Ste A104	Springfield	MO	65802	
Southwestern Bell		PO Box 4706		Houston	TX	77210-4706	
Spalding County Ga	Spalding County Tax Commissioner	PO Box 509		Griffin	GA	30224	
Spartanburg Co Sc	Spartanburg Co Treasurer	PO Box 5807		Spartanburg	SC	29304	
Spartanburg Co Tax Collector	Glenda Qwright	Drawer 3060		Spartanburg	SC	29304	
Special Electric Company Inc		PO Box 78873		Milwaukee	WI	53278-0873	
Spectrum Quality Products		File 11990		Los Angeles	CA	90074-1990	
Speedline Technologies Inc	Attn Wayne A Platz	16 Forge Pk		Franklin	MA	02038	
Spraying Systems		N Ave At Schmale Rd		Wheaton	IL	60187	
Springer Clinic		6160 S Yale		Tulsa	OK	74136	
Squid Ink Manufacturing		PO Box 18310		Minneapolis	MN	55418-0310	
St Charles Co Mo	St Charles Co Tax Collector	201 N Second St	Room 134	St Charles	MO	63301	
St Charles County Collector		201 N Second St Rm 134		St Charles	MO	63301-2789	
St Johns County Tax Collector	Dennis W Hollingsworth	PO Box 9001		St Augustine	FL	32085-9001	
St Joseph County In	St Joseph County Treasurer	227 W Jefferson Blvd		South Bend	IN	46601	
St Louis Co Mo	St Louis Co Government	Collector Of Revenue	PO Box 11491	St Louis	MO	63105	
Stainless Tubular Products		1010 W 37th Pl	PO Box 571300	Tulsa	OK	74157-1300	
Stanly Co Nc	Stanly Co Tax Collector	201 S 2nd St		Albemarle	NC	28001	
Starpoint Ny	Starpoint Tax Collector	PO Box 3000		Buffalo	NY	14240	
Starsource Management Services		24301 Catherine Industrial Dr	Ste 124	Novi	MI	48375	
State Corporation Commission	Clerks Office	PO Box 85577		Richmond	VA	23285-5577	
State Of Alabama Department Of Revenue	Legal Division	PO Box 320001		Montgomery	AL	36132-0001	
State Of Colorado	Division Of Insurance	1560 Broadway Ste 850		Denver	CO	80202	
State Of Delaware	Division Of Corporations	PO Box 74072		Baltimore	MD	21274-4072	
State Of Georgia	Department Of Revenue	PO Box 105284		Atlanta	GA	30348	
State Of Louisiana	Louisiana Department Of Revenue	PO Box 66658		Baton Rouge	LA	70896	
State Of Louisiana Department Of Revenue		PO Box 66658		Baton Rouge	LA	70896	
State Of Maryland Comptroller Of Treasury	Mary T Carr	State Office Bldg Rm 409	301 W Preston St	Baltimore	MD	21201	
State Of Maryland Md	Maryland State Dept Of Assessments & Taxation	Personal Property Division	301 W Preston St	Baltimore	MD	21201	
State Of Michigan	Department Of Treasury	PO Box 77003		Detroit	MI	48277	
State Of Michigan	Motor Fuel Tax Division	Department 77692		Detroit	MI	48277	

CREDITORNAME	CREDITORNOTICENAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
State Of Michigan	Sales & Use Tax Division	PO Box 77003		Detroit	MI	48277	
State Of Michigan Department Of Treasury	Attn Peggy A Housner Assistant Attorney General	Cadillac Pl	3030 W Grand Blvd Ste 10 200	Detroit	MI	48202	
State Of Michigan Department Of Treasury	Peggy A Housner	Department Of Treasury Revenue Ag	PO Box 30456	Lansing	MI	48909-7955	
State Of New Jersey	Bureau Of Commercial Recording	PO Box 34089		Newark	NJ	07189-0001	
State Of New Jersey	Division Of Taxation	Compliance Activity	PO Box 245	Trenton	NJ	08695	
State Of New Jersey	Division Of Taxation	Revenue Processing Ctr	PO Box 666	Trenton	NJ	08646-0666	
State Of New Jersey Department Of Treasury	Division Of Taxation	PO Box 245		Trenton	NJ	08695-0245	
State Of New Jersey Division Of Taxation	Compliance Activity	PO Box 245		Trenton	NJ	08695	
State Of New Mexico Taxation And Revenue Department		PO Box 8575		Albuquerque	NM	87198-8575	
State Of Oklahoma		4001 N Lincoln Blvd		Oklahoma City	OK	73105-5212	
State Of Wisconsin Department Of Revenue		PO Box 8901		Madison	WI	53708-8901	
State Processing Center		PO Box 6100		Albany	NY	12261-0001	
Stephen M Mckee	Armstrong & Lowe Pc Attn Charles C Vaught Esq	1401 South Cheyenne		Tulsa	OK	74119-3440	
Stericycle Inc		PO Box 9001588		Louisville	KY	40290-1588	
Stericycle Inc		PO Box 9001590		Louisville	KY	40290-1590	
Sterling Heights City Of	Property Taxes	PO Box 55000		Detroit	MI	48255	
Steuben County In	Steuben County Treasurer	317 S Wayne St	Room 2k	Angola	IN	46703	
Strem Chemicals Inc		7 Mulliken Way	Dexter Industrial Pk	Newburyport	MA	01950-4098	
Stuart	Michael S	10931 S 86th E Ave		Tulsa	OK	74133	
Sturgis City Of Saint Joseph		Treasurers Office		Sturgis	MI	49091	
Summit County Treasurer	John A Donofrio Marvin D Evans Assistant Prosecutin	Summit County Prosecutors Office Ta	220 S Balch Ste 220	Akron	OH	44302-1606	
Summit County Treasurer	Ohio Building	175 S Main St Ste 320		Akron	OH	44308	
Summit Group Of Bartlesville		PO Box 3411		Bartlesville	OK	74006	
Sumner Co Tn	Sumner County Trustee	355 N Belvedere Dr	Room 107	Gallatin	TN	37066	
Sumner County Trustee		355 Belvedere Dr Rm 107		Gallatin	TN	37066	
Superior Concepts Inc		PO Box 166		Grand Haven	MI	49417	
Superior Specialty Gas Services Inc		PO Box 470466		Tulsa	OK	74147	
Superior Vision	Kandy Bauereis	1311 Oak Timber Dr		Eulless	TX	76039	
Swimmer	Ava	212 E Skelly Dr		Tulsa	OK	74105	
Switzerland County In	Switzerland County Treasurer	212 W Main St Courthouse		Vevay	IN	47043	
Sylvan Twp Washtenaw	Treasurer	18027 Old Us 12		Chelsea	MI	48118	
Symantec	N/a	20330 Stevens Creek Blvd		Cupertino	CA	95014	
System Scale Corp		332 Hill Ave		Nashville	TN	37210	
System Scale Corp		PO Box 68963		Indianapolis	IN	46268-0963	
System Scale Corp		Ssc Lab Div	7715 Distribution Dr	Little Rock	AR	72209	
T Mobile		PO Box 790047		St Louis	MO	63179-0047	
T Mobile Wireless	Attn Bankruptcy Dept	PO Box 3410		Bellevue	WA	98015	
T Shirt Express		106 C East 2nd Ave	76th & Main	Owasso	OK	74055	
Tarrant Co Tx	Tarrant County Co Tax Assessor	PO Box 961018		Fort Worth	TX	76161	
Tarrant County	Elizabeth Weller	Linebarger Goggan Blair & Sampson L	2323 Bryan St Ste 1600	Dallas	TX	75201	
Tawas City City Of Iosco	Treasurer	PO Box 568		Tawas City	MI	48764	
Tawas Industries Components In		905 Cedar St		Tawas	MI	48763	
Tax Collector	Tax Collector Town Of Watertown	PO Box 224		Watertown	CT	06795	
Tax Collector Pinellas County	Attn Betty A Gramley Tax Manager	PO Box 2943		Clearwater	FL	33757-2943	
Tax Collector Santa Clara County	Deborah Nichols County Administration Building	70 W Hedding St	East Wing 6th Fl	San Jose	CA	95110-1767	
Tax Collector Santa Rosa County	Attn Carol Watford Supervisor Delin	PO Box 7100		Milton	FL	32572	
Tax Collector Santa Rosa County	Attn Cindy Grimes Delinquent Tax De	Robert McClure Santa Rosa Tax Colle	PO Box 7100	Milton	FL	32572	
Tax Commissioner Of The State Of Ohio		30 E Broad St		Columbus	OH	43215	

CREDITORNAME	CREDITORNOTICENAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Taxation And Revenue Department		PO Box 630		Santa Fe	NM	87504-0630	
Tayloe Paper Company		6717 E 13th St		Tulsa	OK	74112-5611	
Tayloe Paper Company		Dept 146	PO Box 21228	Tulsa	OK	74121-1228	
Taylor Co Ga	Taylor County Tax Commissioner	PO Box 446		Butler	GA	31006	
Team Air Express		PO Box 668		Winnsboro	TX	75494	
Team Air Express		PO Box 972603		Dallas	TX	75397-2603	
Team Worldwide		PO Box 668		Winnsboro	TX	75494	
Tech Pack		10590 E Pine St		Tulsa	OK	74107	
Technology Asset Services		63 65 South St		Hopkinton	MA	01748	
Technology Properties Ltd	Heinz Binder Binder & Malter Llp	2775 Pk Ave		Santa Clara	CA	95050	
Tennant		701 N Lilac Dr	PO Box 1452	Minneapolis	MN	55440-1452	
Tennant		PO Box 71414		Chicago	IL	60694-1414	
Tenneco Automotive	Gregg Disilvio Director Of Business Development	500 North Field Dr		Lake Forest	IL	60045	
Tenneco Automotive		One International Dr		Monroe	MI	48161	
Tennessee Department Of Revenue	Andrew Jackson State Office Bldg	500 Deaderick Stret		Nashville	TN	37242	
Tennessee Department Of Revenue	Attorney General	PO Box 20207		Nashville	TN	37202-0207	
Tennessee Secretary Of State	Annual Report	312 Eighth Ave North 6th Fl	William R Snodgrass Tower	Nashville	TN	37243	
Terrell County Ga	Terrell County Tax Commissioner	PO Box 484		Dawson	GA	31742	
Tesa Ag	Karen A Ostad Esq James J Decristofaro Esq	590 Madison Ave	Lovells	New York	NY	10022	
Tesa Ag	Karen Ostad Esq James J Decristofaro Esq	590 Madison Ave	Lovells	New York	NY	10022	
Texas Comptroller Of Public Accounts	Office Of The Attorney General	Bankruptcy Collections Division	PO Box 12548	Austin	TX	78711-2548	
Texas Comptroller Of Public Accounts On Behalf Of The State Of Texas	Office Of The Attorney General	Bankruptcy Collection Division	PO Box 12548	Austin	TX	78711-2548	
Texas Process Equipment		10715 Harry Hinds Blvd		Dallas	TX	75220	
Textron Financial Corporation	Attn Leonard Lacagnin	11575 Great Oaks Way Ste 210		Alpharetta	GA	30022	
The Benham Group		PO Box 96 0148		Oklahoma City	OK	73196-0148	
The Commonwealth Of Massachusetts	Secretary Of The Commonwealth	One Ashburton Pl		Boston	MA	02108-1512	
The Condit Company Inc		Dept 81	PO Box 21228	Tulsa	OK	74121-1338	
The Condit Company Inc		PO Box 470146	7255 E 46th St	Tulsa	OK	74147-0146	
The Jordan Company	Eion Hu Vice President	767 Fifth Ave		New York	NY	10153	
Thermal Product Solutions		PO Box 3246		Williamsport	PA	17701	
Thermal Specialties Inc		PO Box 3623		Tulsa	OK	74101-3623	
Thermo Arl Us Llc		Box 360715		Pittsburgh	PA	15251-6715	
Thermo Electron Corp		Department Ch 10385		Palatine	IL	60055-0385	
Thermo Sensors Corp		PO Box 461947		Garland	TX	75046-1947	
Thompsons Mechanical Services Inc		980 North 4386		Pryor	OK	74361	
Thyssen Krupp Waupaca Inc		PO Box 249		Waupaca	WI	54981	
Ti Group Automotive Systems Llc	Timothy Guerriero Esq General Counsel & Company Secretary	12345 E Nine Mile Rd		Warren	MI	48089-2614	
Timmons Oil Company		13003 East Admiral Pl		Tulsa	OK	74112	
Timmons Oil Company Inc		PO Box 691140		Tulsa	OK	74169-1140	
Tippecanoe County In	Tippecanoe County Treasurer	20 N 3rd St		Lafayette	IN	47901	
Tipton County In	Tipton County Treasurer	Courthouse		Tipton	IN	46072	
Tmmons Oil Company		PO Box 691140		Tulsa	OK	74169-1140	
Tosoh Usa Inc	Attn Finance Dept Pam Schmittler	3600 Gantz Rd		Grove City	OH	43123	
Tosoh Usa Inc		PO Box 712368		Cincinnati	OH	45271-2368	
Total Filtration Services Inc		2725 Commerce Pkwy		Auburn Hills	MI	48326	
Total Radio Inc		3158 S 108th E Ave Ste 276		Tulsa	OK	74146	
Tote Systems		651 N Burleson Blvd		Burleson	TX	76028	
Town Of Berlin Ct	Town Of Berlin Tax Collector	240 Kensington Rd		Berlin	CT	06037	
Town Of Burlington		PO Box 376		Burlington	MA	01803	
Town Of Coaling Alabama	Alatax	3001 Second Ave South		Birmingham	AL	35233	

CREDITORNAME	CREDITORNOTICENAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Town Of Decatur Ms	Town Of Decatur Ms	PO Box 307		Decatur	MS	39327	
Town Of Hingham Ma	Town Of Hingham	210 Central St		Hingham	MA	02043	
Town Of Lebanon Va	Town Of Lebanon	244 W Main St		Lebanon	VA	24266	
Town Of Lockport Ny	Town Of Lockport	Receiver Of Taxes	PO Box 4610	Buffalo	NY	14240	
Town Of Snow Hill Nc	Town Of Snow Hill Tax Collector	201 North Greene St		Snow Hill	NC	28580	
Town Of South Windsor Ct	Town Of South Windsor	Collector Of Revenue	PO Box 30002	Hartford	CT	06150	
Toyota Motor Credit Corp	Commercial Finance	PO Box 3457		Torrance	CA	90510	
Travers	Mary	118 Spartangreen Blvd		Duncan	SC	29334-0338	
Travers Inc		128 15 26th Ave	PO Box 541550	Flushing	NY	11354-0108	
Traverse City Of Grand Traverse	City Treasurer	Governmental Ctr	400 Boardman Ave	Traverse City	MI	49684	
Travis Co Tx	Travis Co Tax Assessor /collector	PO Box 970		Austin	TX	78767	
Treasurer City Of Flint	Income Tax Office	PO Box 1800		Flint	MI	48501-1800	
Treasurer City Of Flint		Income Tax Office	PO Box 1800	Flint	MI	48501-1800	
Treasurer City Of Pontiac	Income Tax Division	47450 Woodward Ave		Pontiac	MI	48342	
Treasurer Of Kosciusko County		100 W Ctr St		Warsaw	IN	46580	
Treasurer Of Tipton County		Courthouse		Tipton	IN	46072	
Treasurer Of Vigo County	David Crockett	PO Box 1466		Indianapolis	IN	46206-1466	
Trey Grayson	Secretary Of State	PO Box 1150		Frankfort	KY	40602-1150	
Tri Pro Consulting	Dave Milum	6015 Morrow St East	Ste 211	Jacksonville	FL	32217	
Trike Mechanical Services	Troy Phillips	311 Ne 2nd St		Adair	OK	74330	
Troup County Ga	Troup County Tax Commissioner	100 Ridley Ave		La Grange	GA	30240	
Troy City Of Oakland	Drawer 0101	PO Box 33321		Detroit	MI	48232	
Troy Design Inc		2653 Industrial Row		Troy	MI	48084	
Trumbull County Treasurer		160 High St Nw		Warren	OH	44481-1090	
Tulco Oils Inc		5240 E Pine St		Tulsa	OK	74115	
Tulsa Port Of Catoosa		5350 Cimarron Rd		Catoosa	OK	74015	
Tulsa Port Of Catoosa		Po Drawer 94920		Tulsa	OK	74194	
Tulsa Speech & Hearing Association		8740 E 11th St Ste A		Tulsa	OK	74112-7957	
Tulsa Technology Center		PO Box 477200		Tulsa	OK	74147-7200	
Tulsa Uaw Uaw Local 286	Attn Eric Funston C/o Delphi Catalyst	1301 Main Pkwy		Catoosa	OK	74015	
Tulsa Valve & Fitting Co		1815 W Detroit		Broken Arrow	OK	74012	
Tulsa Valve & Fitting Co		PO Box 930		Broken Arrow	OK	74013	
Tulsa Valve & Fitting Company		1815 W Detroit	PO Box 930	Broken Arrow	OK	74013	
Turbosoft Pty Limited		56 Church Ave	Ste 15	Mascot	NSW	02020	Australia
Tuscaloosa County Al	Tuscaloosa County Tax Collector	714 Greensboro Ave	Room 124	Tuscaloosa	AL	35401	
U S Customs And Border Protection		6650 Telecom Dr	PO Box 68911	Indianapolis	IN	46268	
Uaw Local 286		Bank One / V Cap	Article 23 Voluntary Exchange	Detroit	MI	48278-0232	
Uline		2200 S Lakeside Dr		Waukegan	IL	60085	
Umicore Marketing Services		3120 Highwoods Blvd Ste 110		Raleigh	NC	27604	
Unemployment Insurance Agency							
Department Of Labor & Economic Growth	State Of Michigan	3024 W Grand Blvd Ste 11 500		Detroit	MI	48202-6024	
United Independent School District	C O Ornelas Castillo & Ornelas Pllc	401 East Hillside Rd 2nd Fl		Laredo	TX	78041	
United Isd Tx	United Isd Tax Assessor / Collector	3501 E Saunders		Laredo	TX	78041	
United Minerals & Properties I	Cimbar Performance Minerals Di	25 Old River Rd Se		Cartersville	GA	30120	
United Parcel Service		Lockbox 577		Carolstream	IL	60132-0577	
United States Council For International Business		1212 Ave Of The Americas		New York	NY	10036-1689	
United States Environmental Protection Agency		K W Zank Trust Div A C5115114		Detroit	MI	48226	
United States Environmental Protection Agency Region 5	Blaura Ripleysprfund Eact Sect	77 West Jackson Blvd		Chicago	IL	60604	
United States Filter Corporation		PO Box 360766		Pittsburgh	PA	15250-6766	
United States Plastic Corp		1390 Neubrecht Rd		Lima	OH	45801-3196	
University Of Colorado Tech Center		Campus Box 184	Norlin Library E206	Boulder	CO	80309	
University Of New Mexico	Attn Sally Hayes	Dept Of Earth & Planetary Science		Albuquerque	NM	87131-1116	

CREDITORNAME	CREDITORNOTICENAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
University Of Tulsa	Attn Donna Giebel	Office Of Research Lh202e		Tulsa	OK	74104-3189	
University Of Tulsa		600 S College		Tulsa	OK	74104-3189	
Unum	Julia Coan	PO Box 180146		Chattanooga	TN	37401	
Uop Llc		25 E Alogonquin Rd		Des Plaines	IL	60017-5017	
Uop Llc		2511 Country Club Blvd	Ste 265	North Olmsted	OH	44070	
Uop Llc		Dept Ch10314		Palatine	IL	60055-0314	
Ups Customhouse Brokerage Inc		PO Box 34486		Louisville	KY	40232	
Urgent Care		PO Box 1044		Owasso	OK	74055-1044	
Us Cellular		6701 E 41st St		Tulsa	OK	74145	
Us Customs And Border Protection	Robert B Hamilton Jr Director Reven	6650 Telecom Dr	PO Box 68911	Indianapolis	IN	46268	
Us Dept Of State/visa		PO Box 952099		St Louis	MO	63195-2099	
Us Environmental Protection		Agency Region Ii York Oil Co	Site 83 Cv 1623 PO Box 360188m	Pittsburgh	PA	15251	
Us Environmental Protection Agency	David J Kennedy	Assistant Us Attorney Sdny	86 Chambers St 3rd Fl	New York	NY	10007	
US Environmental Protection Agency	National Vehicle and Fuel Emissions Laboratory	2000 Traverwood Drive		Ann Arbor	MI	48105	
Us Environmental Protection Agency		Ariel Rios Building	1200 Pennsylvania Ave Nw	Washington	DC	20460	
Us Environmental Protection Agency Region 2	Jane M Kenny	Regional Administrator	290 Broadway 26th Fl	New York	NY	10007	
Us Environmental Protection Agency Region 5		PO Box 70753		Chicago	IL	60673	
Us Environmental Protection Agency Region Ii York Oil Co		Site 83 Cv 1623	PO Box 360188m	Pittsburgh	PA	15251	
Us Epa	Diana Embil	Region 5 77 West Jackson Blvd		Chicago	IL	60604-3590	
Us Epa	Reginald Pallesen	Region 5 77 West Jackson Blvd		Chicago	IL	60604-3590	
Us Epa	Tom Nash	Region 5 77 West Jackson Blvd		Chicago	IL	60604-3590	
Us Epa		C/o Rtp Finance	Mail Drop D143 02	Durham	NC	27711	
Us Epa Mail Code 6205j		1200 Pennsylvania Ave Northwest		Washington	DC	20460	
Us Epa Region 3		1650 Arch St	3pm52	Philadelphia	PA	19103-2029	
Us Epa Region 4 Atlanta Federal Center		61 Forsyth St Sw		Atlanta	GA	30303-3104	
Us Epa Region 5	William D Messenger	77 West Jackson Blvd		Chicago	IL	60604-3590	
Us Epa Region 8		999 18th St	Ste 200	Denver	CO	80202-2466	
Us Filter/continental Water		PO Box 470722		Tulsa	OK	74147-0722	
Usepa Region Iv	Gail Ginsberg Reg Admin	77 W Jackson		Chicago	IL	60604	
Usf Bestway		17200 N Perimeter Dr	Ste 200	Scottsdale	AZ	85255-5400	
Usis Commercial Services		Dept 130	PO Box 21228	Tulsa	OK	74121-1228	
Utah Division Of Corporations & Commercial Code		PO Box 25125		Salt Lake City	UT	84125-0125	
Utah State Tax Commission		210 North 1950 West		Salt Lake City	UT	84134-0180	
V&f Instruments		1046 Baker Rd		Dexter	MI	48130	
Valve Sales Inc		1901 Se 29th St		Oklahoma City	OK	73129	
Valve Sales Inc		PO Box 57003		Oklahoma City	OK	73157	
Valwood Improvement Authority Tx	Valwood Improvement Authority Tx	1430 Valwood Pkwy	Ste 160	Carrollton	TX	75006	
Van Buren Co Tn	Van Buren County Trustee	PO Box 176		Spencer	TN	38585	
Van Buren Twp Wayne	Treasurer	46425 Tyler Rd		Belleville	MI	48111	
Vanco Engineering		7033 East 40th St		Tulsa	OK	74145	
Vandalia City Of Oh		333 James E Bohanan Memorial Dr		Vandalia	OH	45377	
Vanderburgh County In	Vanderburgh County Collector	1 Nw Ml King Jr Blvd	210	Evansville	IN	47708	
Vassar City Of Tuscola	Treasurers Office	287 E Huron Ave		Vassar	MI	48768	
Vault Management Inc		1805 W Detroit		Broken Arrow	OK	74012	
Ventura County Collector		800 South Victoria Ave		Ventura	CA	93009	
Verde Vista Resources Inc		405 E Kenosha		Broken Arrow	OK	74012	
Vermont Department Of Taxes		109 State St		Montpelier	VT	05609-1401	
Vhg Labs		276 Abbey Rd		Manchester	NH	03103	
Vhg Labs		276 Abby Rd		Manchester	NH	03103	



CREDITORNAME	CREDITORNOTICENAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Vigo County In	Vigo County Treasurer	191 Oak St	Vigo County Annex	Terre Haute	IN	47807	
Viking Plastics Inc		1 Viking St		Corry	PA	16407	
Virginia Department Of Taxation	Taxing Authority Consulting Service	PO Box 2156		Richmond	VA	23218-2156	
Virginia Department Of Taxation		PO Box 1500		Richmond	VA	23218-1500	
Visteon Corporation	Attn Michael Sharnas	One Village Dr		Van Buren Township	MI	48111	
Visteon Glass Operations A Joint Venture Member Of Vitro Flex Sa De Cv	Visteon Corporation Attn Michael Sharnas	One Village Dr		Van Buren Township	MI	48111	
Vwr Scientific Products C	Vwr International Inc	1230 Kennestone Circle		Marietta	GA	30066	
Vwr Scientific Products Corporation		PO Box 640169		Pittsburgh	PA	15264-0169	
W & W Manufacturing Company		800 S Broadway		Hicksville	NY	11801-5017	
W C Heraeus Gmbh &co Kg		Heraeusstr 12 - 14	63450	Hanau			Germany
W W Grainger Inc	Nathan F Coco Esq	Mcdermott Will & Emery Llp	227 W Monroe St Ste 4400	Chicago	IL	60606-5096	
W W Grainger Inc		10707 E Pine Drawer Dd		Tulsa	OK	74112	
W W Grainger Inc		PO Box 429		Skokie	IL	60076-0429	
Wabash County In	Wabash County Treasurer	Courthouse 1 W Hill St	Ste 4b	Wabash	IN	46992	
Wake Co Nc	Wake Co Tax Collector	PO Box 2331		Raleigh	NC	27602	
Walthall Co Ms	Walthall Co Tax Collector	200 Ball Ave		Tylertown	MS	39667	
Warren City Of Macomb	Treasurer	PO Box 2113		Warren	MI	48090	
Warren Co Ky	Warren County Sheriff	429 E 10th St	Courthouse	Bowling Green	KY	42101	
Warren County Ga	Warren County Tax Commissioner	PO Box 189		Warrenton	GA	30828	
Warren County Tax Commissioner		PO Box 189		Warrenton	GA	30828-0189	
Washington Co Ky	Washington County Sheriff	PO Box 127		Springfield	KY	40069	
Washington Co Ms	Washington Co Tax Collector	PO Box 9		Greenville	MS	38702	
Washington County In	Washington County Treasurer	99 Public Sq	Ste 101	Salem	IN	47167	
Waste Management Tulsa		PO Box 78251		Phoenix	AZ	85062-8251	
Watertown Twp Clinton	Treasurer	12803 South Wacousta Rd		Grand Ledge	MI	48837	
Wayne County In	Wayne County Treasurer	401 E Main St	County Administration Bldg	Richmond	IN	47374	
Wayne Twp Cass	Treasurer	51327 Atwood Rd		Dowagiac	MI	49047	
Webb County Tx	Webb County Tax Assessor /collector	PO Box 420128		Laredo	TX	78042	
Webber Co Ut	Weber County Assessor	PO Box 9700		Ogden	UT	84409	
Wells County In	Wells County Collector	102 W Market St	Ste 204	Bluffton	IN	46714	
White Co Tn	White County Trustee	1 East Bockman Way	Room 102	Sparta	TN	38583	
Whitley County In	Whitley County Treasurer	2nd Fl Courthouse		Columbia City	IN	46725	
Wholesale Tool Company		9909 E 55th Pl	PO Box 470952	Tulsa	OK	74147-0952	
Wholesale Tool Company		PO Box 68		Warren	MI	48090	
Wichita County Burk Burnett Independent School District	Harold Lerew	Perdue Brandon Fielder Collins & Mo	PO Box 8188	Wichita Falls	TX	76307	
Wichita County Tx	Wichita County Tax Assessor	/ Collector	PO Box 1471	Wichita Falls	TX	76307	
Wilbanks Welding Supply Inc		5532 S 94 E Ave		Tulsa	OK	74145	
Wiley	Brian	5212 Walkabout Ln		Swartz Creek	MI	48473	
Wiley Brian		711 W 18th St		Claremore	OK	74019	
Williams Scotsman Inc		PO Box 91975		Chicago	IL	60693	
Williamson Co Tn	Williamson County Trustee	1320 W Main St Ste 3	PO Box 1365	Franklin	TN	37065	
Willis Corroon Corporation Of Texas		PO Box 730175		Dallas	TX	75373-0175	
Willis Of Texas Inc	Barbara Jefferey	301 Commerce St	Ste 3050	Fort Worth	TX	76102	
Wilson Co Nc	Wilson Co Tax Collector	PO Box 1162		Wilson	NC	27894	
Wilson Co Tn	Wilson County Trustee	PO Box 865		Lebanon	TN	37088	
Wisconsin Department Of Revenue	James Polkowski	2135 Rimrock Rd		Madison	WI	53713	
Wisconsin Department Of Revenue		PO Box 8908		Madison	WI	53708-8908	
Wisconsin Department Of Revenue		PO Box 93389		Milwaukee	WI	53293	
Wisconsin Dept Of Financial Inst	Div Of Corporate And Consumer Svcs	PO Box 7846		Madison	WI	53707-7846	
Woodstock Twp Lenawee	Treasurer	6486 Devils Lake Hwy		Addison	MI	49220	
Workman Trading Corp		94 15 100 St		Ozone Pk	NY	11416	
Wr Grace & Company Conn		7500 Grace Dr		Columbia	MD	21044	

CREDITORNAME	CREDITORNOTICENAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Wv Secretary Of State	Bldg 1 Rm 157 K	1900 Kanawha Blvd East		Charleston	WV	225305	
Wv State Tax Department	Internal Auditing Division	PO Box 2666		Charleston	WV	25330-2666	
Wv State Tax Department	Rd Eft	PO Box 11895		Charleston	WV	25339-1895	
Wv State Treasurers Office		One Players Club Dr		Charleston	WV	25311	
Wyandotte County Ks	Wyandotte County Treasurer	710 N 7th St	2nd Fl	Kansas City	KS	66101	
Wyoming City Of Kent	Treasurers Office	1155 28th St Sw	PO Box 905	Wyoming	MI	49509	
Xpedx		4901 West 66th St South		Tulsa	OK	74131	
Yazoo Co Ms	Yazoo County Tax Collector	PO Box 108		Yazoo	MS	39194	
Yokogawa Corp Of America		2 Dart Rd		Newnan	GA	30265	
York Co Sc	York Co Tax Treasurer	PO Box 116		York	SC	29745	
York County Tax Collector		1070 Heckle Beva Box 14		Rock Hill	SC	29732-2863	
Zebra Technologies Intl Llc		Dept 776048		Chicago	IL	60676	
Ziese Manufacturing Co Inc		PO Box 14059		Oklahoma City	OK	73113	



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 Delphi Corporation et al.  
 Pegasus Special Parties

CREDITORNAME	CREDITORNOTICENAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
A 1 Specialized Services		2707 State Rd		Croydon	PA	19021-0270	
A 1 Specialized Services & Supplies Inc		PO Box 270		Croydon	PA	19021	
Brenntag Southwest Inc		206 E Morrow		Sand Springs	OK	74063	
Brenntag Southwest Inc		PO Box 970230		Dallas	TX	75397-0230	
C & L Development Corporation		12930 Saratoga Ave Ste D6		Saratoga	CA	95070	
Cimbar Performance Minerals		25 Old Riverroad		Cartersville	GA	30120	
Cimbar Performance Minerals		49 0 Jackson Lake Rd		Chatsworth	GA	30705	
Corning Incorporated	Attn Corporate Secretary	One Riverfront Plz		Corning	NY	14831	
Corning Incorporated	Ron Rogers	50 W Big Beaver Rd		Troy	MI	48084	
Corning Incorporated		Ap 01 E8b		Corning	NY	14831	
Denso International America Inc	Attn Carol Sowa	24777 Denso Dr		Southfield	MI	48033	
Denso International America Inc		PO Box 5133		Southfield	MI	48086-5133	
Denso International America Inc		PO Box 88812		Chicago	IL	60695-1812	
Grace Davison		4127 Collections Ctr Dr		Chicago	IL	60693	
Grace Davison		PO Box 75147		Charlotte	NC	28275	
Grace Davison W R Grace & Co Conn	Attn Manager Credit & Collections	7500 Grace Dr		Columbia	MD	21044	
Harcros Chemicals Inc		3810 S Elwood Ave		Tulsa	OK	74107	
Harcros Chemicals Inc		5200 Speaker Rd		Kansas City	KS	66106	
Harcros Chemicals Inc		PO Box 74583 Br 0006		Chicago	IL	60690	
Heraeus Chemicals Sa Pty		PO Box 1987		Port Elizabeth		06000	South Africa
Heraeus Metal Processing Inc	C/o Jason J Dejonker Esq	Mcdermott Will & Emery LLP	227 W Monroe St	Chicago	IL	60606-5096	
Heraeus Metals Processing		PO Box 910468		Dallas	TX	75391-0468	
Heraeus Metals Processing Inc Formerly Pgp Industries		13429 Alondra Blvd		Santa Fe	CA	90670	
Heraeus Precious Metals Management Llc		540 Madison Avenu		New York	NY	10022	
Hercules Incorporated	Aqualon Division	Hercules Plz	1313 N Market St	Wilmington	DE	19894-0001	
Hercules Incorporated		Aqualon Division	Hercules Plaza	Wilmington	DE	19894-0001	
Hercules Incorporated		PO Box 846046		Dallas	TX	75284-6046	
Impala Platinum Limited	Isle Of Houghton	3rd Fl Old Trafford 4	Boundary Rd	Houghton		02198	South Africa
Johnson Matthey Alfa Aesar		30 Bond St		Ward Hill	MA	01835-8099	
Johnson Matthey Inc		PO Box 88848	Dept 110	Chicago	IL	60695-1848	
Johnson Matthey Plc	Precious Metals Marketing Division	2001 Nolte Dr		West Deptford	NJ	08066	
Johnson Matthey Plc		PO Box 88877	Dept 310	Chicago	IL	60695-1877	
Magnesium Elektron Inc	C O Jerrold S Kulback Esq / Archer & Greiner Pc	One Centennial Sq		Haddonfield	NJ	08033	
Magnesium Elektron Inc		500 Point Breeze Rd		Flemington	NJ	08822-9111	
Magnesium Elektron Inc		PO Box 8500 2480		Philadelphia	PA	19178-2480	
Ngk Automotive Ceramics Usa Inc		119 Mazzeppa Rd		Mooresville	NC	28115	
Ngk Spark Plug Mfg Usa Inc		PO Box 2943		Charleston	WV	25330-2943	

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 Delphi Corporation  
 Pegasus Special Parties

CREDITORNAME	CREDITORNOTICENAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Norit Americas		3200 University Ave	PO Box 790	Marshall	TX	75670	
Nyacol Nano Technologies Inc		Megunko Rd	PO Box 349	Ashland	MA	01721-0349	
Nyacol Nano Technologies Inc		PO Box 847928		Boston	MA	02284-7928	
Omg Americas Inc		811 Sharon Dr		Westlake	OH	44145-1522	
Omg Americas Inc		PO Box 6066n		Cleveland	OH	44193	
Rhodia		259 Prospect Plains Rd		Cranbury	NJ	08512-7500	
Sabin Metal Corporation		300 Pantigo Pl	Ste 102	East Hampton	NY	11937	
Sachem		PO Box 915043		Dallas	TX	75391-5043	
Sachem Inc		821 E Woodward St		Austin	TX	74704-7418	
Sasol Germany Gmbh	Inorganic Specialty Chemicals	Attn Dr Stefan Maedje	Anckelmannsplatz 1	Hamburg		D 20537	Germany
Sasol Germany Gmbh	Attn Accounting	Anckelmannsplatz 1	Postfach 60 23 05	Hamburg		D-22223	Germany
Sasol Vista Chemical		PO Box 910855		Dallas	TX	75391-0855	
Sojitz Corporation Of America		1211 Ave Of The Americas		New York	NY	10036	
Sojitz Corporation Of America		PO Box 360913m		Pittsburgh	PA	15251	
Tosoh Usa Inc	Attn Finance Dept Pam Schmittler	3600 Gantz Rd		Grove City	OH	43123	
Tosoh Usa Inc		PO Box 712368		Cincinnati	OH	45271-2368	
Umicore Marketing Services		3120 Highwoods Blvd Ste 110		Raleigh	NC	27604	
Uop Llc		25 E Alogonquin Rd		Des Plaines	IL	60017-5017	
Uop Llc		Dept Ch10314		Palatine	IL	60055-0314	
Uop Llc		2511 Country Club Blvd	Ste 265	North Olmsted	OH	44070	
W C Heraeus Gmbh &co Kg		Heraeusstr 12 – 14		Hanau		63450	Germany

## **EXHIBIT F**

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
: In re : Chapter 11  
: :  
: DELPHI CORPORATION, et al., : Case No. 05-44481 (RDD)  
: :  
: Debtors. : (Jointly Administered)  
: :  
-----X

ORDER UNDER 11 U.S.C. §§ 363, 365, AND 1146 AND FED. R. BANKR. P. 2002, 6004,  
6006, AND 9014 AUTHORIZING AND APPROVING (I) SALE OF CERTAIN OF  
DEBTORS' ASSETS COMPRISING SUBSTANTIALLY ALL THE ASSETS OF THE  
CATALYST BUSINESS OF CERTAIN OF THE DEBTORS FREE AND CLEAR OF LIENS,  
CLAIMS, AND ENCUMBRANCES, (II) ASSUMPTION AND ASSIGNMENT OF CERTAIN  
EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND  
(III) ASSUMPTION OF CERTAIN LIABILITIES

("CATALYST BUSINESS SALE APPROVAL ORDER")

Upon the motion, dated June 6, 2007 (the "Motion"), of Delphi Corporation  
("Delphi") and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the  
above-captioned cases (collectively, the "Debtors"), for orders pursuant to 11 U.S.C. §§ 363, 365,  
and 1146 and Fed. R. Bankr. P. 2002, 6004, 6006, and 9014 (a) (i) approving the bidding  
procedures, (ii) granting certain bid protections, (iii) approving the form and manner of sale  
notices, and (iv) setting a sale hearing (the "Sale Hearing") and (b) authorizing and approving (i)  
the sale (the "Sale") of certain of the Debtors' assets (the "Purchased Assets") comprising  
substantially all the assets that comprise the catalyst business (the "Catalyst Business"), free and  
clear of liens, claims, and encumbrances, to Umicore and certain of its affiliates (the  
"Purchasers") pursuant to the Master Sale and Purchase Agreement, originally dated June 5,  
2007 (as amended on the record at the auction held on August 8, 2007 to, inter alia, increase the

purchase price to be provided by the Purchasers to \$75 million (subject to adjustments), the "Agreement," a copy of which is attached hereto as Exhibit A), by and between Delphi and certain of its affiliates, including certain affiliated Debtors as set forth in the Agreement (the "Selling Debtor Entities"),<sup>1</sup> and the Purchasers (who submitted the highest or otherwise best bid at the auction held on August 8, 2007 and are the "Successful Bidder"), (ii) the assumption and assignment of certain prepetition executory contracts and unexpired leases (the "Assumed Contracts") and the assignment of certain postpetition executory contracts and unexpired leases (the "Postpetition Contracts," and collectively with the Assumed Contracts, the "Assigned Contracts") to the Purchasers, and (iii) the assumption of certain liabilities (the "Assumed Liabilities") by the Purchasers; and the Court having entered an order on June 29, 2007 (the "Bidding Procedures Order") (a) approving bidding procedures, (b) granting certain bid protections, (c) approving the form and manner of sale notices, and (d) setting the Sale Hearing; and the Sale Hearing having been held on August 16, 2007, at which time all interested parties were offered an opportunity to be heard with respect to the Motion; and the Court having reviewed and considered (x) the Motion, (y) the objection thereto and (z) the arguments of counsel made, and the evidence proffered or adduced, at the Sale Hearing, including with respect to the withdrawal or resolution of the other objections to the Motion; and it appearing that the relief requested in the Motion is in the best interests of the Selling Debtor Entities, their estates, their creditors, and all other parties-in-interest; and after due deliberation thereon, and sufficient cause appearing therefor,

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<sup>1</sup> Under the Agreement, the Selling Debtor Entities include Delphi, Delphi Automotive Systems (Holding) Inc., Exhaust Systems Corporation, Environmental Catalysts, LLC, ASEC Manufacturing General Partnership, and ASEC Sales General Partnership. Certain assets will be sold under the Agreement by non-debtor affiliates of the Selling Debtor Entities listed on Schedule 1 to the Agreement. The Selling Debtor Entities and the selling non-Debtor affiliates are collectively referred to as the "Sellers."

IT IS HEREBY FOUND AND DETERMINED THAT:<sup>2</sup>

A. The Court has jurisdiction over the Motion and the transactions contemplated by the Agreement pursuant to 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (N). Venue of these cases and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

B. The statutory predicates for the relief sought in the Motion are sections 363, 365, and 1146 of 11 U.S.C. §§ 101-1330, as amended and in effect on October 8, 2005 (the "Bankruptcy Code"), and Fed. R. Bankr. P. 2002, 6004, 6006, and 9014.

C. As evidenced by the affidavits of service previously filed with the Court, and based on the representations of counsel at the Sale Hearing, (i) proper, timely, adequate, and sufficient notice of the Motion, the Sale Hearing, the Sale, the assumption and assignment of the Assumed Contracts, and the Cure Amounts has been provided in accordance with 11 U.S.C. §§ 102(l), 363, and 365 and Fed. R. Bankr. P. 2002, 6004, 6006, and 9014, (ii) such notice was good, sufficient, and appropriate under the circumstances, and (iii) no other or further notice of the Motion, the Sale Hearing, the Sale, or the assumption and assignment of the Assumed Contracts or assignment of the Postpetition Contracts is or shall be required.

D. As demonstrated by (i) the testimony and other evidence proffered or adduced at the Sale Hearing and (ii) the representations of counsel made on the record at the Sale Hearing, the Selling Debtor Entities have marketed the Purchased Assets and conducted the sale process in compliance with the Bidding Procedures Order, and the Auction was duly noticed and conducted in a non-collusive, fair, and good faith manner.

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<sup>2</sup> Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. See Fed. R. Bankr. P. 7052.

E. The Purchasers waived their right to assert any and all claims against the Debtors and their estates related to the process by which the Selling Debtor Entities have sold the Purchased Assets, including but not limited to, the bidding procedures and the auction.

F. Catalytic Solutions, Inc. and certain of its affiliates (collectively, the "Alternate Bidder") submitted a final bid at the auction consisting of: (a) the following documents: the Alternate Bidder's bid submission documents delivered to the Selling Debtor Entities on July 31, 2007 and marked at the auction as Exhibit 5, as amended by the documents marked at the auction as Exhibit 8 (a blacklined Master Sale and Purchase Agreement), Exhibit 9 (Schedule 3.2.1 to Exhibit 8 at the auction), Exhibit 10 (a lease governing real property in Luxembourg), and Exhibit 11 (a lease governing real property in Shanghai) and (b) cash purchase price and certain cost savings to the Sellers which the Selling Debtor Entities determined to have a combined value of \$70.5 million and which final bid (the "CSI Final Bid") was determined by the Debtors to be the Alternate Bid (as defined by the Bidding Procedures Order) to be submitted to this Court for approval in accordance with the Bidding Procedures Order.

G. The Selling Debtor Entities (i) have full power and authority to execute the Agreement and all other documents contemplated thereby, and the transfer and conveyance of the Purchased Assets by the Selling Debtor Entities has been duly and validly authorized by all necessary action of the Selling Debtor Entities, (ii) have all of the power and authority necessary to consummate the transactions contemplated by the Agreement, and (iii) have taken all corporate action necessary to authorize and approve the Agreement and the consummation by the Selling Debtor Entities of the transactions contemplated thereby, and no consents or

approvals, other than those expressly provided for in the Agreement, are required for the Selling Debtor Entities to consummate such transactions.

H. The Selling Debtor Entities have demonstrated (i) good, sufficient, and sound business purposes and justification for the Sale because, among other things, the Selling Debtor Entities and their advisors diligently and in good faith analyzed all other available options in connection with the disposition of the Purchased Assets and determined that the terms and conditions set forth in the Agreement, and the transfer to Purchasers of the Purchased Assets pursuant thereto, represent a fair and reasonable purchase price and constitute the highest or otherwise best value obtainable for the Purchased Assets and (ii) compelling circumstances for the Sale pursuant to 11 U.S.C. § 363(b) prior to, and outside of, a plan of reorganization because, among other things, absent the Sale the value of the Purchased Assets will be substantially diminished.

I. A reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein has been afforded to all interested persons and entities, including without limitation: (i) the Office of the United States Trustee for the Southern District of New York, (ii) counsel for the Purchasers, (iii) counsel for the official committee of unsecured creditors appointed in these chapter 11 cases (the "Creditors' Committee"), (iv) counsel for the official committee of equity security holders appointed in these chapter 11 cases, (v) all entities known to have expressed an interest in a transaction with respect to the Purchased Assets during the past six months, (vi) all entities known to have asserted any Interests and/or Claims (as defined below) in or upon the Purchased Assets, (vii) all federal, state, and local regulatory or taxing authorities or recording offices, including but not limited to environmental regulatory authorities, which have a reasonably known interest in the relief requested by the Motion, (viii)



all parties to Assigned Contracts, (ix) the United States Attorney's office, (x) the United States Department of Justice, (xi) the Securities and Exchange Commission, (xii) the Internal Revenue Service, (xiii) all entities on the Master Service List (as defined by the Supplemental Order Under 11 U.S.C. §§ 102(1) And 105 And Fed. R. Bankr. P. 2002(M), 9006, 9007, And 9014 Establishing Omnibus Hearing Dates And Certain Notice, Case Management, And Administrative Procedures (Docket No. 2883) (the "Supplemental Case Management Order")), and (xiv) such other entities as are required to be served with notices under the Supplemental Case Management Order.

J. The Purchasers are not "insiders" of any of the Debtors as that term is defined in 11 U.S.C. § 101(31).

K. The Agreement was negotiated, proposed, and entered into by the Selling Debtor Entities and the Purchaser without collusion, in good faith, and from arm's-length bargaining positions. Neither the Selling Debtor Entities nor the Purchasers have engaged in any conduct that would cause or permit the Sale to be avoidable under 11 U.S.C. § 363(n).

L. The Purchasers are good faith purchasers under 11 U.S.C. § 363(m) and, as such, are entitled to all of the protections afforded thereby. The Purchasers will be acting in good faith within the meaning of 11 U.S.C. § 363(m) in closing the transactions contemplated by the Agreement at all times after the entry of this Sale Approval Order.

M. The consideration provided by the Purchasers for the Purchased Assets pursuant to the Agreement (i) is fair and reasonable, (ii) is the highest or otherwise best offer for the Purchased Assets, (iii) will provide a greater recovery for the Selling Debtor Entities' creditors than would be provided by any other practical available alternative, and (iv) constitutes

reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia.

N. The Sale must be approved and consummated promptly to preserve the viability of the Catalyst Business as a going concern. The Sale is in contemplation of, and a necessary condition precedent to, a reorganization plan for the Debtors and, accordingly, constitutes a transfer to which section 1146(c) of the Bankruptcy Code applies.

O. The transfer of the Purchased Assets to the Purchasers will be a legal, valid, and effective transfer of the Purchased Assets, and in the case of the Purchased Assets of the Selling Debtor Entities, will vest the Purchasers with all right, title, and interest to the Purchased Assets free and clear of any and all liens, claims, interests, and encumbrances of any type whatsoever (whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of the chapter 11 cases, and whether imposed by agreement, understanding, law, equity, or otherwise, including claims otherwise arising under doctrines of successor liability), including but not limited to those (i) that purport to give to any party a right or option to effect any forfeiture, modification, right of first refusal, or termination of the Selling Debtor Entities' or the Purchaser's interest in the Purchased Assets, or any similar rights, and (ii) relating to taxes arising under or out of, in connection with, or in any way relating to the operation of the Catalyst Business prior to the Closing Date, including the transfer of the Purchased Assets to the Purchasers (collectively, the "Interests and/or Claims").

P. If the Sale of the Purchased Assets with respect to the Selling Debtor Entities were not free and clear of all Interests and/or Claims as set forth in the Agreement and this Sale Approval Order, or if the Purchasers would, or in the future could, be liable for any of the Interests and/or Claims as set forth in the Agreement and this Sale Approval Order, the Purchasers would not have entered into the Agreement and would not consummate the Sale or the transactions contemplated by the Agreement, thus adversely affecting the Selling Debtor Entities, their estates, and their creditors.

Q. The Selling Debtor Entities may sell their interests in the Purchased Assets free and clear of all Interests and/or Claims because, in each case, one or more of the standards set forth in 11 U.S.C. § 363(f)(1)-(5) has been satisfied. All holders of Interests and/or Claims who did not object, or withdrew their objections to the Sale, are deemed to have consented to the Sale pursuant to 11 U.S.C. § 363(f)(2). Those holders of Interests and/or Claims who did object fall within one or more of the other subsections of 11 U.S.C. § 363(f), and all holders of Interests and/or Claims are adequately protected by having their Interests and/or Claims, if any, attach to the cash proceeds of the Sale ultimately attributable to the property against or in which they claim an Interest or Claim with the same priority, validity, force, and effect as they attached to such property immediately before the closing of the Sale.

R. Except as expressly provided in the Agreement, the (i) transfer of the Purchased Assets to the Purchasers and (ii) assumption and/or assignment to the Purchasers of the Assigned Contracts and Assumed Liabilities will not subject the Purchasers to any liability whatsoever with respect to the operation of the Catalyst Business prior to the Closing of the Sale, or by reason of such transfer under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia based, in whole or in part, directly or indirectly,

on any theory of law or equity including, without limitation, any theory of equitable law, antitrust, or successor or transferee liability.

S. The Selling Debtor Entities have demonstrated that it is an exercise of their sound business judgment to assume and/or assign the Assigned Contracts as applicable to the Purchasers in connection with the consummation of the Sale, and the assumption and/or assignment of the Assigned Contracts is in the best interests of the Selling Debtor Entities, their estates, and their creditors. The Assigned Contracts being assigned to, and the liabilities being assumed by, the Purchasers are an integral part of the Purchased Assets being purchased by the Purchasers and, accordingly, such assumption and/or assignment of Assigned Contracts and liabilities is reasonable and enhances the value of the Selling Debtor Entities' estates.

T. The Selling Debtor Entities have (i) cured, or have provided adequate assurance of cure of, any default existing prior to the Closing of the Sale under any of the Assumed Contracts, within the meaning of 11 U.S.C. § 365(b)(1)(A), by payment of the amounts provided on Schedule 1 hereto and (ii) provided compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date hereof under any of the Assumed Contracts, within the meaning of 11 U.S.C. § 365(b)(1)(B). The Purchasers have provided adequate assurance of their future performance of and under the Assumed Contracts, within the meaning of 11 U.S.C. §§ 365(b)(1)(C) and 365(f)(2)(B). Pursuant to 11 U.S.C. § 365(f), the Assumed Contracts to be assumed and assigned under the Agreement shall be assigned and transferred to, and remain in full force and effect for the benefit of, the Purchasers notwithstanding any provision in the contracts or other restrictions prohibiting their assignment or transfer.

U. Approval of the Agreement and consummation of the Sale of the Purchased Assets and assignment of the Assigned Contracts at this time are in the best interests of the Selling Debtor Entities, their stakeholders, their estates, and other parties-in-interest.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND  
DECREED THAT:

General Provisions

1. The Motion is GRANTED, and except as otherwise provided for in paragraph 17 of this Order, all objections to the Motion or the relief requested therein that have not been withdrawn, waived, or settled, and all reservations included therein, are hereby overruled on the merits.

Approval Of The Agreement

2. Pursuant to 11 U.S.C. § 363(b), the Agreement and all of the terms and conditions thereof are hereby approved.

3. Pursuant to 11 U.S.C. § 363(b), the Selling Debtor Entities are authorized to perform their obligations under the Agreement and comply with the terms thereof and consummate the Sale in accordance with and subject to the terms and conditions of the Agreement.

4. Each of the signatories to the Agreement is authorized, but not directed, to take all actions necessary or appropriate to effectuate the terms of this Sale Approval Order.

5. The Selling Debtor Entities are authorized, but not directed, to execute and deliver, and empowered to perform under, consummate, and implement, the Agreement, together

with all additional instruments and documents as may be reasonably necessary or desirable to implement the Agreement, and to take all further actions as may be requested by the Purchasers for the purpose of assigning, transferring, granting, conveying, and conferring to the Purchaser or reducing to possession the Purchased Assets and the Assigned Contracts, or as may be necessary or appropriate to the performance of the obligations as contemplated by the Agreement.

6. This Sale Approval Order and the Agreement shall be binding in all respects upon all creditors (whether known or unknown) of the Debtors, the Purchasers, all successors and assigns of the Purchasers and the Selling Debtor Entities, all affiliates and subsidiaries of the Purchasers and the Selling Debtor Entities, and any subsequent trustees appointed in the Debtors' chapter 11 cases or upon a conversion to chapter 7 under the Bankruptcy Code, and shall not be subject to rejection. To the extent that any provision of this Sale Approval Order is inconsistent with the terms of the Agreement, this Sale Approval Order shall govern.

7. The Agreement and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto in accordance with the terms thereof without further order of the Court; provided that any such modification, amendment, or supplement is not material.

#### Sale And Transfer Of The Purchased Assets

8. Except as expressly permitted or otherwise specifically provided for in the Agreement or this Sale Approval Order, pursuant to 11 U.S.C. §§ 363(b) and 363(f), upon the consummation of the Agreement, the Purchased Assets of the Selling Debtor Entities shall be transferred to the Purchasers free and clear of all Interests and/or Claims, with all such Interests

and/or Claims to attach to the cash proceeds of the Sale in the order of their priority, with the same validity, force, and effect which they now have as against the Purchased Assets, subject to any claims and defenses the Selling Debtor Entities may possess with respect thereto.

9. The transfer of the Purchased Assets to the Purchasers pursuant to the Agreement constitutes a legal, valid, and effective transfer of the Purchased Assets, and shall vest the Purchasers with all right, title, and interest of the Selling Debtor Entities in and to the Purchased Assets free and clear of all Interests and/or Claims of any kind or nature whatsoever.

10. If any person or entity which has filed financing statements, mortgages, mechanic's liens, lis pendens, or other documents or agreements evidencing Interests and/or Claims against or in the Purchased Assets with respect to the Selling Debtor Entities shall not have delivered the foregoing to the Selling Debtor Entities prior to the Closing of the Sale, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Interests and/or Claims that the person or entity has with respect to the Purchased Assets, or otherwise, then (a) the Selling Debtor Entities are hereby authorized to execute and file such statements, instruments, releases, and other documents on behalf of the person or entity with respect to the Purchased Assets and (b) the Purchasers are hereby authorized to file, register, or otherwise record a certified copy of this Sale Approval Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all Interests and/or Claims in the Purchased Assets of any kind or nature whatsoever.

11. This Sale Approval Order (a) shall be effective as a determination that, upon the Closing of the Sale, all Interests and/or Claims of any kind or nature whatsoever

existing as to the Selling Debtor Entities or the Purchased Assets of the Selling Debtor Entities prior to the Closing of the Sale have been unconditionally released, discharged, and terminated (other than any surviving obligations), and that the conveyances described herein have been effected and (b) shall be binding upon and shall govern the acts of all entities including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Purchased Assets.

12. Except as expressly permitted or otherwise specifically provided by the Agreement or this Sale Approval Order, all persons and entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax, and regulatory authorities, lenders, trade creditors, and other creditors, holding Interests and/or Claims of any kind or nature whatsoever against or in the Selling Debtor Entities or the Purchased Assets of the Selling Debtor Entities (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated), arising under or out of, in connection with, or in any way relating to, the Selling Debtor Entities, the Purchased Assets of the Selling Debtor Entities, the operation of the Catalyst Business by the Selling Debtor Entities prior to the Closing of the Sale, or the transfer of the Purchased Assets to the Purchasers, hereby are forever barred, estopped, and permanently enjoined from asserting against the Purchasers, their successors or assigns, their property, or the Purchased Assets, such persons' or entities' Interests and/or Claims. Nothing in this Sale Approval Order or the Agreement releases or nullifies any Liability to a



governmental agency under any environmental laws and regulations that any entity would be subject to as owner or operator of any Purchased Assets after the date of entry of this Sale Approval Order. Nothing in this Sale Approval Order or Agreement bars, estops, or enjoins any governmental agency from asserting or enforcing, outside the Court, any Liability described in the preceding sentence. Notwithstanding the above, nothing herein shall be construed to permit a governmental agency to obtain penalties from the Purchasers for days of violation of environmental laws and regulations prior to Closing.

Assumption And Assignment To The Purchaser Of The Assumed Contracts

13. Pursuant to 11 U.S.C. §§ 105(a) and 365, and subject to and conditioned upon the Closing of the Sale, the Selling Debtor Entities' assumption and assignment to the Purchasers, and the Purchasers' assumption on the terms set forth in the Agreement, of the Assumed Contracts is hereby approved, and the requirements of 11 U.S.C. §§ 365(b)(1) and 365(f) with respect thereto are hereby deemed satisfied.

14. The Selling Debtor Entities are hereby authorized in accordance with 11 U.S.C. §§ 105(a), 363, and 365 to (a) assume and/or assign to the Purchasers, effective upon the Closing of the Sale, the Assigned Contracts free and clear of all Interests and/or Claims of any kind or nature whatsoever and (b) execute and deliver to the Purchasers such documents or other instruments as may be necessary to assign and transfer the Assigned Contracts and Assumed Liabilities to the Purchasers.

15. The Assumed Contracts shall be transferred to, and remain in full force and effect for the benefit of, the Purchasers in accordance with their respective terms, notwithstanding any provision in any such Assumed Contract (including those of the type

described in sections 365(b)(2) and (f) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer, and, pursuant to 11 U.S.C. § 365(k), the Selling Debtor Entities shall be relieved from any further liability with respect to the Assumed Contracts after such assignment to and assumption of such contracts by the Purchasers.

16. All defaults or other obligations of the Selling Debtor Entities under the Assumed Contracts arising or accruing prior to the Closing of the Sale (without giving effect to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code) shall be cured by the Selling Debtor Entities in accordance with the terms of the Agreement, and the Purchasers shall have no liability or obligation arising or accruing prior to the date of the Closing of the Sale, except as otherwise expressly provided in the Agreement. Each non-debtor party to any Assumed Contracts shall be deemed to have consented to the assumption and assignment of the Assumed Contracts to the Purchasers and shall be forever barred, estopped, and permanently enjoined from asserting against the Selling Debtor Entities or the Purchasers, or the property of any of them, any default existing, arising, or accruing as of the date of the Closing or any purported written or oral modification to the Assumed Contracts. The failure of the Debtors or the Purchasers to enforce prior to the Closing of the Sale one or more terms or conditions of any Assumed Contracts shall not be a waiver of such terms or conditions or of the Debtors' or Purchasers' rights to enforce every term and condition of any such Assumed Contracts.

17. The Limited Objection Of Contrarian Funds, LLC To Debtors' Notice Of Cure Amount With Respect To Executory Contract Or Unexpired Lease To Be Assumed And Assigned In Connection With The Sale Of Catalyst Business (Docket No. 8877) shall be adjourned to the September 6, 2007 claims hearing.

Additional Provisions

18. The transactions contemplated by the Agreement, and the execution, delivery, and/or recordation of any and all documents or instruments necessary or desirable to consummate the transactions contemplated by the Agreement shall be, and hereby are, exempt from the imposition and payment of all stamp taxes or any other similar taxes pursuant to section 1146(c) of the Bankruptcy Code.

19. The consideration provided by the Purchasers for the Purchased Assets under the Agreement is hereby deemed to constitute reasonably equivalent value and fair consideration under the Bankruptcy Code, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act, and under the laws of the United States, and any state, territory, possession, or the District of Columbia.

20. Upon the Closing of the Sale, this Sale Approval Order shall be construed as and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of all of the Purchased Assets and the Assigned Contracts or a bill of sale transferring good and marketable title in such Purchased Assets and Assigned Contracts to the Purchasers pursuant to the terms of the Agreement.

21. The transfer of the Purchased Assets pursuant to the Agreement is a transfer pursuant to section 1146(c) of the Bankruptcy Code, and thus the Sale and the execution, delivery, and/or recordation of any and all documents or instruments necessary or desirable to consummate the Sale shall be, and hereby are, exempt from the imposition and payment of all stamp taxes and any other similar taxes to the fullest extent contemplated by section 1146(c) of the Bankruptcy Code.

22. Except as otherwise provided in the Agreement, upon the Closing of the Sale, each of the Selling Debtor Entities' creditors is directed to execute such documents and take all such other actions as may be necessary to release their respective Interests and/or Claims against the Purchased Assets, if any, as may have been recorded or may otherwise exist.

23. Each and every federal, state, and governmental agency or department, and any other person or entity, is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Agreement.

24. All entities which are currently, or as of the Closing of the Sale may be, in possession of some or all of the Purchased Assets to be sold, transferred, or conveyed pursuant to the Agreement are hereby directed to surrender possession of the Purchased Assets to the Purchasers upon the Closing of the Sale.

25. All persons holding Interests and/or Claims against or in the Selling Debtor Entities or the Purchased Assets held by the Selling Debtor Entities of any kind or nature whatsoever shall be, and hereby are, forever barred, estopped, and permanently enjoined from asserting, prosecuting, or otherwise pursuing such Interests and/or Claims of any kind or nature whatsoever against the Purchasers, their property, their successors and assigns, or the Purchased Assets with respect to any Interest or Claim of any kind or nature whatsoever which such person or entity had, has, or may have against or in the Selling Debtor Entities, their estates, their officers, their directors, their shareholders, or the Purchased Assets held by the Selling Debtor Entities. Following the Closing of the Sale, no holder of an Interest in or Claim against the Selling Debtor Entities shall interfere with the Purchasers' title to or use and enjoyment of the

Purchased Assets based on or related to such Interest or Claim or any actions that the Selling Debtor Entities may take in their chapter 11 cases.

26. The transactions contemplated by the Agreement are undertaken by the Purchasers in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the sale of the Purchased Assets shall not affect the validity of the Sale to the Purchasers, unless such authorization is duly stayed pending such appeal. The Purchasers are purchasers in good faith of the Purchased Assets, and are entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

27. The consideration provided by the Purchasers for the Purchased Assets under the Agreement is fair and reasonable and the Sale may not be avoided under section 363(n) of the Bankruptcy Code.

28. The Selling Debtor Entities, including, but not limited to, their officers, employees, and agents, are hereby authorized to execute such documents and do such acts as are necessary or desirable to carry out the transactions contemplated by the terms and conditions of the Agreement and this Sale Approval Order. The Selling Debtor Entities shall be, and they hereby are, authorized to take all such actions as may be necessary to effectuate the terms of this Sale Approval Order.

29. The Selling Debtor Entities are authorized to continue and complete the retention bonus program for the twelve affected employees at the Tulsa facility, as described in the Motion; provided that such employees are still employed by the Selling Debtor Entities as of

the closing date of the Sale. Any affected employee who resigns prior to the closing of the Sale shall not be entitled to the foregoing retention bonus.

30. Delphi Automotive Systems (Holding) Inc. is authorized, but not directed, to satisfy, retire, or forgive, as necessary, the outstanding liabilities of Delphi Catalyst South Africa (Proprietary) Limited as required by the Agreement.

31. The transfer of certain of the Catalyst Business' intellectual property by Delphi Automotive Systems, LLC and Delphi Technologies, Inc. to ASEC Manufacturing General Partnership (or another Selling Debtor Entity) or its designee by quit-claim deed or otherwise in consideration for fair value is hereby approved.

32. The terms and provisions of the Agreement and this Sale Approval Order shall be binding in all respects upon, and shall inure to the benefit of, the Selling Debtor Entities, their estates, and their creditors, the Purchasers, and their respective affiliates, successors, and assigns, and any affected third parties, including, but not limited to, all persons asserting an Interest and/or Claim against or in the Purchased Assets to be sold to the Purchasers pursuant to the Agreement, notwithstanding any subsequent appointment of any trustee, party, entity, or other fiduciary under any section of any chapter of the Bankruptcy Code, as to which trustee, party, entity, or other fiduciary such terms and provisions likewise shall be binding.

33. The Selling Debtor Entities shall not propose or seek confirmation of a plan of reorganization that is inconsistent with or derogate from the terms of the Agreement.

34. Notwithstanding anything contained herein to the contrary, the term "Purchased Assets" as defined herein does not include property that is not property of the Selling

Debtor Entities' estates (except to the extent that certain Purchased Assets are property of the Sellers other than the Selling Debtor Entities), such as funds that are trust funds under any applicable state lien laws.

35. To the extent permitted by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any permit or license relating to the operation of the Purchased Assets sold, transferred, or conveyed to the Purchasers on account of the filing or pendency of these chapter 11 cases or the consummation of the Sale.

36. The failure specifically to include or to reference any particular provision of the Agreement in this Sale Approval Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Agreement be authorized and approved in its entirety.

37. The Agreement and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto in accordance with the terms thereof without further order of the Court, provided that any such modification, amendment, or supplement does not have a material adverse effect on the Selling Debtor Entities' estates.

38. Nothing in this Sale Approval Order shall alter or amend the Agreement and the obligations of the Sellers and the Purchasers thereunder.

39. This Court retains exclusive jurisdiction to interpret, construe, enforce, and implement the terms and provisions of this Sale Approval Order, the Agreement, all amendments thereto, any waivers and consents thereunder, and of each of the agreements

executed in connection therewith in all respects, including, but not limited to, retaining jurisdiction to (a) compel delivery of the Purchased Assets to the Purchasers, (b) compel delivery of the purchase price or performance of other obligations owed to the Selling Debtor Entities pursuant to the Agreement, (c) resolve any disputes arising under or related to the Agreement, except as otherwise provided therein, (d) interpret, implement, and enforce the provisions of this Sale Approval Order, (e) protect the Purchasers against any Interests and/or Claims against or in the Selling Debtor Entities or the Purchased Assets, of any kind or nature whatsoever, attaching to the proceeds of the Sale, and (f) determine all disputes among the Selling Debtor Entities, the Purchasers, and any non-Debtor parties to any Assigned Contracts concerning, inter alia, the Selling Debtor Entities' assumption and/or assignment of any Assigned Contract to the Purchaser under the Agreement.

40. The purchase price shall be and hereby is allocated between the Selling Debtor Entities and the non-Debtor Sellers as set forth on Schedule 2. To the extent that indemnification obligations arise under the Agreement on account of the liability of a non-Debtor Seller, such indemnity shall be paid from the proceeds of the Sale allocated to such non-Debtor Seller.

41. The CSI Final Bid is hereby approved as the Alternate Bid (as defined by the Bidding Procedures Order).

42. Following entry of this Order, if the Purchasers fail to consummate the Sale because of the failure of a condition precedent beyond the control of either the Sellers or the Purchasers or a breach or failure to perform on the part of the Purchasers, then the Alternate Bid shall be deemed to be the Successful Bid (as defined in the Bidding Procedures Order); the



Alternate Bidder shall have all of the rights, protections, and status as if it were the "Purchaser," as defined in this Order, including, without limitation, the status of a purchaser in good faith within the meaning of 11 U.S.C. § 363(m); and the Selling Debtor Entities shall be authorized, but not directed, to effectuate a sale of the Catalyst Business to the Alternate Bidder subject to the terms of the Alternate Bid without further order of this Court, subject to any additional notice and opportunity for a hearing required in respect of the assumption and assignment of the Assigned Contracts to CSI pursuant to the CSI Final Bid.

43. The requirement under Rule 9013-1(b) of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York for the service and filing of a separate memorandum of law is deemed satisfied by the Motion.

Dated: New York, New York  
August 16, 2007

/s/ Robert D. Drain  
UNITED STATES BANKRUPTCY JUDGE

**Schedule 1**

<b>Counterparty</b>	<b>Agreement(s)</b>	<b>Cure Amount</b>
Corning, Inc.	Purchase Order Nos. 50186, 50187, 50188, and 50189	\$2,126,226.63
First American Capital Mgmt.	Purchase Order Nos. 12999, 12834, 15588, and M29398	\$0.00
Heraeus Chemicals Sa Pty	Contract between Heraeus Chemicals and Delphi Automotive Systems LLC ("DAS LLC"), dated July 24, 2004	\$0.00
Heraeus Metal Processing, Inc. / Heraeus Precious Metals Management LLC	Purchase Order No. 50112	\$306,172.40
Impala Platinum Limited ("Impala")	Precious Metals Supply Agreement, dated November 2004, between Impala and DAS LLC and Precious Metals Supply Agreement, dated December 2000, between Impala and DAS LLC	\$0.00
Johnson Matthey, Inc. / Johnson Matthey Alfa Aesar / Johnson Matthey PLC	Bailment Agreement, dated October 29, 2004, between DAS LLC and Johnson Matthey, Inc.	\$0.00
MDIS Inc.	Agreement #2427 between ASEC and MDIS – CHESS, dated September 29, 1995	\$0.00
NGK Automotive Ceramics USA Inc.	Purchase Order No. 50028	\$2,914,235.42
Prime Systems Incorporated ("Prime")	Software License Agreement, dated, September 16, 1996, between ASEC and Prime	\$0.00
Sabin Metal Corporation ("Sabin")	Letter Agreement, dated October 23, 2002, between Delphi and Sabin	\$10,583.35
Shanin LLC	Purchase Order No. 19545	\$0.00
University of New Mexico ("UNM")	UNM Industrial Sponsored Research Agreement between Delphi and the Regents of UNM, dated March 1, 2005	\$0.00
WC Heraeus GmbH & Co. KG	Bailment Agreement, dated July 1, 2003, between DAS LLC and W.C. Heraeus GmbH & Co. KG	\$0.00
All American Fire Systems, Inc.	Purchase Order No. M411384	\$0.00
AlliedSignal, Inc.	Sales Transfer Agreement among AlliedSignal, GM, Exhaust Systems of GM, AlliedSignal Environmental Catalysts Inc., AlliedSignal Automotive de Mexico S.A. de C.V. and Financiere AlliedSignal SA, dated November 4, 1994 and Manufacturing Transfer Agreement among AlliedSignal, GM, Exhaust Systems of GM, AlliedSignal Environmental Catalysts Inc., AlliedSignal Automotive de Mexico S.A. de C.V. and Financiere AlliedSignal SA, dated November 4, 1994	\$0.00
Applied Controls Corporation	Confidentiality Agreement, dated June 30, 2002, between Delphi Automotive Systems and Applied Controls Corp.	\$0.00
Bruker Axis Inc.	Purchase Order No. 22388	\$0.00
BSI Inspectorate	Purchase Order No. 21046	\$0.00
Precious Metals Cleintele	Purchase Order No. 21893	\$0.00

Counterparty	Agreement(s)	Cure Amount
Contrarian Funds LLC, as assignee of Aramark Uniform & Career Apparel Inc. Corning, Inc.	Purchase Order No. 18316	\$11,532.14 <sup>3</sup>
	Delphi Automotive Systems Long Term Contract between Corning, Inc. and DAS LLC through its Energy & Chassis Division, dated May 1, 2005, Addendum to Delphi Automotive Systems Long Term Contract between Corning, Inc. and DAS LLC through its Energy & Chassis Division, dated May 1, 2005	\$0.00
David Matthews Construction Company	Purchase Order No. 22257 and Delphi Automotive Systems Confidentiality Agreement with Joe Mayfield Construction Company, Inc., dated June 3, 2002	\$0.00
Dell Financial Services	Purchase Order No. 22748	\$0.00
General Motors Corp.	Purchase and Sale Agreement among GM, Exhaust Systems Corporation, Environmental Catalysts, LLC, AlliedSignal Environmental Catalysts, Inc. and AlliedSignal, Inc., dated June 22, 1998	\$0.00
GM Corporation Powertrain	Consignment Agreement for Platinum Group Metal between GMC and ASEC owned by Exhaust Systems Inc. and Environmental Catalyst, LLC, dated December 20, 2000; First Amendment to Consignment Agreement for Platinum Group Metals, dated March 24, 2001	\$0.00
Harley Financial Services	Purchase Order No. 19516	\$0.00
Hasler Leasing/GE Capital Corp.	Purchase Order No. 19218	\$0.00
Heritage Crystal Clean	Purchase Order No. M41277	\$0.00
Holly Equipment Sales	Purchase Order No. 21226	\$0.00
Jet Specialty	Delphi Automotive Systems Confidentiality Agreement with Jet Specialty, dated May 22, 2002	\$0.00
Kelly Temporary Services	Purchase Order No. 19938	\$0.00
Kunz Janitorial	Purchase Order No. M41402	\$0.00
Lester Associates	Purchase Order No. 19513	\$0.00
Midland Recycling	Purchase Order No. 15982	\$0.00
Mitsubishi Motors Corp.	General Agreement For Purchase Of Catalyst between Automotive Products Division, UOP Inc. and Mitsubishi Motors Corp., dated July 12, 1982, along with Amendments thereto, dated January 6, 1988 and October 21, 1994	\$0.00
Nanostellar, Inc.	Proprietary Information Agreement between Nanostellar, Inc. and Delphi Corporation (along with its affiliates ASEC Manufacturing General Partnership) dated January 5, 2006	\$0.00
Perkin Elmer LLC	Purchase Order No. 19863	\$0.00
Premier Manufacturing Support Svc.	Purchase Order No. M41284	\$0.00
Sebring Systems Technical, Inc.	Purchase Order No. 22420	\$0.00
Securenet Inc.	Purchase Order No. 22625	\$0.00
Securitas Companies	Purchase Order No. 22017	\$0.00

<sup>3</sup> The Cure Amount for Contrarian Funds LLC ("Contrarian"), as assignee of Aramark Uniform & Career Apparel Inc. ("Aramark"), is subject to the execution of a stipulation by and among the applicable Selling Debtor Entities, Contrarian, and Aramark.

Counterparty	Agreement(s)	Cure Amount
Siemens Water Technology Corp.	Purchase Order Nos. 19270, 19278, and 19279	\$0.00
Southern Material Handling Co.	Purchase Order No. 17846	\$0.00
Starsource Management Services	Purchase Order No. 18316	\$0.00
Starcycle Inc.	Purchase Order NO. 20638	\$0.00
T Mobile Wireless	Account No. 313-858-725	\$0.00
Tro-Pro Consulting	Purchase Order No. 22127	\$0.00
U.S. Cellular	Account No. 940-304-883	\$0.00
Varroc Engineering Pvt. Ltd.	Side Letter Agreement between Varroc Engineering Pvt. Ltd.; Varroc Exhaust Systems Pvt. Ltd; Delphi Automotive Systems Pvt. Ltd., Delphi Automotive Systems LLC; Delphi Technologies, Inc. dated May 12, 2005; First Amendment dated July 15, 2006 to the Side Letter Agreement concerning production of catalysts from Delphi to Varroc Engineering Pvt. Ltd. and Varroc Exhaust Systems Pvt. Ltd.	\$0.00
Verde Vista Resources Inc.	Purchase Order No. M41417	\$0.00
Vinson Process Controls	Delphi Automotive Systems Confidentiality Agreement with Vinson Process Controls dated October 29, 2002	\$0.00

**Schedule 2**

**SCHEDULE 4.8.1 TO AGREEMENT  
ALLOCATION OF PRELIMINARY PURCHASE PRICE**

The Preliminary Purchase Price shall be allocated as follows

		<b><u>Purchase Price Allocation</u></b> <b><u>\$ USD MM</u></b>
1.	AS Catalizadores Ambientales, S.A. de C.V. Sale of Assets	3.7
2.	Shares of Delphi Catalysts South Africa (Proprietary) Ltd. Sale of Shares	6.0
3.	Shanghai Delphi Emission Control Systems Company, Ltd. (China) Sale of Assets	12.0
4.	Delphi Diesel Systems France SAS Sale of Assets	19.3
5.	Delphi Automotive Systems Australia Ltd. Sale of Assets	0.2
6.	All Acquired Assets of Filing Affiliates other than under item 2 above	33.4
7.	Delphi Automotive Systems Pvt. Ltd. Maharashtra, India Sale of Assets	0.4
	<b>Total</b>	<b>75.0</b>

Exhibit A

Master Sale And Purchase Agreement

This Exhibit Can Be Found At [www.Delphidocket.com](http://www.Delphidocket.com) (Docket No. 9111) Or By Request By  
Calling The Following Number 1-800-718-5305